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Hospital Medical Center

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

POMONA VALLEY HOSPITAL
MEDICAL CENTER,

Plaintiff,

vs.

BLUE CROSS OF CALIFORNIA
DBA ANTHEM BLUE CROSS;
ANTHEM BLUE CROSS LIFE AND
HEALTH INSURANCE COMPANY;
BLUE CROSS AND BLUE SHIELD
OF ALABAMA; BLUE CROSS AND
BLUE SHIELD OF ARIZONA, INC.;
ROCKY MOUNTAIN HOSPITAL
AND MEDICAL SERVICE, INC.;
ANTHEM HEALTH PLANS, INC.
DBA BLUE CROSS AND BLUE
SHIELD OF CONNECTICUT; BLUE
CROSS AND BLUE SHIELD OF
FLORIDA, INC.; BLUE CROSS AND
BLUE SHIELD OF GEORGIA, INC.;
INDEPENDENCE BLUE CROSS;
BLUE CROSS AND BLUE SHIELD
OF KANSAS CITY; ANTHEM
HEALTH PLANS OF KENTUCKY,
INC., DBA ANTHEM BLUE CROSS
AND BLUE SHIELD; LOUISIANA
HEALTH SERVICE & INDEMNITY
COMPANY DBA BLUE CROSS
BLUE SHIELD OF LOUISIANA;

CASE NO.

COMPLAINT FOR:

**VIOLATIONS OF ERISA
(29 U.S.C. § 1132(a)(1)(B))**

**VIOLATIONS OF ERISA
(29 U.S.C. § 1132(a)(1)(B))**

**VIOLATIONS OF ERISA
(29 U.S.C. § 1132(a)(3))**

**BREACH OF CONTRACT –
PROVIDER AGREEMENT**

**BREACH OF IMPLIED-IN-
LAW CONTRACT –
EMERGENCY CLAIMS**

**BREACH OF IMPLIED-IN-
FACT CONTRACT – POST-
STABILIZATION CLAIMS**

**VIOLATIONS OF BUSINESS
AND PROFESSIONS CODE
17200 – PAYING PATIENTS**

DECLARATORY RELIEF

1 BLUE CROSS AND BLUE SHIELD
2 OF MASSACHUSETTS, INC.; BLUE
3 CROSS BLUE SHIELD OF
4 MICHIGAN; BCBSM, INC. DBA
5 BLUE CROSS AND BLUE SHIELD
6 OF MINNESOTA; EMPIRE
7 HEALTHCHOICE ASSURANCE,
8 INC., DBA EMPIRE BLUECROSS
9 BLUESHIELD; EXCELLUS HEALTH
10 PLAN, INC. DBA EXCELLUS
11 BLUECROSS BLUESHIELD; BLUE
12 CROSS AND BLUE SHIELD OF
13 NORTH CAROLINA; BLUE CROSS
14 AND BLUE SHIELD OF SOUTH
15 CAROLINA; HEALTHCARE
16 SERVICE CORPORATION, DBA
17 BLUECROSS BLUESHIELD OF
18 ILLINOIS AND BLUECROSS BLUE
19 SHIELD OF TEXAS; ANTHEM
20 HEALTH PLANS OF VIRGINIA,
21 INC. DBA ANTHEM BLUE CROSS
22 AND BLUE SHIELD OF VIRGINIA;
23 BLUECROSS BLUESHIELD OF
24 TENNESSEE, INC.; WELLPOINT,
25 INC. DBA BLUE CROSS BLUE
26 SHIELD OF WISCONSIN;
27 CAREFIRST OF MARYLAND, INC.;
28 HAWAII MEDICAL SERVICE
ASSOCIATION; HIGHMARK INC.
DBA HIGHMARK BLUE CROSS
BLUE SHIELD; REGENCE
BLUECROSS BLUE SHIELD OF
UTAH; REGENCE BLUESHIELD;
PREMERA BLUE CROSS;
EMPLOYEES' GROUP BENEFITS
PLAN OF ALCOA, INC; ALCOA,
INC.; THE GROUP LIFE AND
HEALTH BENEFITS PLAN FOR
EMPLOYEES OF PARTICIPATING
AMR CORPORATION
SUBSIDIARIES; AMERICAN
AIRLINES, INC.; AMERICAN GOLF
CORPORATION GROUP LIFE,
AD&D & HEALTH BENEFITS
PLAN; AMERICAN GOLF
CORPORATION; GROUP
INSURANCE PLAN FOR CERTAIN

[And Demand for Jury Trial]

Trial Date: None Set

1 EMPLOYEES OF ANHEUSER-
2 BUSCH COMPANIES, INC.;
3 ANHEUSER-BUSCH COMPANIES,
4 INC.; APPLIED INDUSTRIAL
5 TECHNOLOGIES
6 COMPREHENSIVE HEALTH CARE
7 PLAN; APPLIED INDUSTRIAL
8 TECHNOLOGIES, INC.; ARTHUR J.
9 GALLAGHER & CO. EMPLOYEES'
10 SELF FUNDED MEDICAL/DENTAL
11 PLAN AND INSURED BENEFITS;
12 ARTHUR J. GALLAGHER & CO.;
13 ASHLAND INC. MEDICAL PLAN;
14 ASHLAND INC.; ATRIUM
15 COMPANIES, INC., MASTER
16 BENEFITS PLAN; ATRIUM
17 COMPANIES, INC.; BIG LOTS
18 ASSOCIATE BENEFIT PLAN;
19 BIG LOTS, INC.; THE BOEING
20 COMPANY MASTER WELFARE
21 PLAN; THE BOEING COMPANY;
22 EMPLOYEE BENEFIT PLANS
23 COMMITTEE OF THE BOEING
24 COMPANY; CALIFORNIA
25 IRONWORKERS FIELD WELFARE
26 PLAN; BOARD OF TRUSTEES,
27 CALIFORNIA IRONWORKERS
28 FIELD WELFARE PLAN;
CALIFORNIA SERVICE
EMPLOYEES HEALTH AND
WELFARE TRUST FUND; BOARD
OF TRUSTEES OF CALIFORNIA
SERVICE EMPLOYEES HEALTH
AND WELFARE TRUST FUND;
CALPORTLAND HEALTH AND
WELFARE BENEFIT PLAN;
CALPORTLAND COMPANY;
CINTAS CORPORATION WELFARE
PLAN; CINTAS CORPORATION;
COCA-COLA COMPANY
REFRESHMENTS PERSONAL
CHOICE FLEXIBLE BENEFITS
PLAN - MEDICAL AND
PRESCRIPTION DRUG PLAN;
COCA-COLA REFRESHMENTS
USA, INC.; THE COCA-COLA
COMPANY BENEFITS

1 COMMITTEE; CONMED
2 CORPORATION HEALTHCARE
3 PLAN; CONMED CORPORATION;
4 CRAWFORD & COMPANY
5 EMPLOYEE MEDICAL BENEFIT
6 PLAN; CRAWFORD & COMPANY;
7 DEAN FOODS FLEX SELECT
8 BENEFIT PLAN; DEAN FOODS
9 COMPANY; DIRECTV WELFARE
10 BENEFIT PLAN; THE DIRECTV
11 GROUP, INC.; DOREL JUVENILE
12 GROUP INC. WELFARE BENEFIT
13 PLAN; DOREL JUVENILE GROUP,
14 INC.; EMERSON ELECTRIC
15 COMPANY SELF FUNDED
16 MEDICAL PLAN; EMERSON
17 ELECTRIC COMPANY; FEDEX
18 GROUND PACKAGE SYSTEM INC.
19 MEDICAL, DENTAL AND VISION
20 CARE PLAN FOR PACKAGE
21 HANDLERS; FEDEX GROUND
22 PACKAGE SYSTEM, INC.;
23 FLOWSERVE CORPORATION FLEX
24 HEALTH & WELFARE BENEFITS
25 PLAN; FLOWSERVE
26 CORPORATION; GENCO
27 DISTRIBUTION SYSTEM, INC.
28 TEAMMATE BENEFIT PLAN;
GENCO DISTRIBUTION SYSTEM,
INC.; THE HAYWARD
INDUSTRIES, INC. MEDICAL
PLAN; AIMEE LINK; HAYWARD
INDUSTRIES, INC.; HDR GROUP
INSURANCE PLAN; HDR, INC.;
INVENSYS GROUP BENEFITS
PLAN; INVENSYS, INC.;
ADMINISTRATIVE COMMITTEE
OF INVENSYS, INC.; IDB
HOLDINGS, INC. WELFARE
BENEFIT PLAN; IDB HOLDINGS,
INC.; JACKSON AND TULL
EMPLOYEE BENEFIT PLAN;
JACKSON AND TULL CHARTERED
ENGINEERS; JENSEN PRECAST
EMPLOYEE BENEFIT PLAN;
JENSEN ENTERPRISES, INC.; THE
JPMORGAN CHASE MEDICAL

1 PLAN; JPMORGAN CHASE & CO.;
2 JPMORGAN CHASE U.S. BENEFITS
3 EXECUTIVE;
4 KIMBERLY-CLARK
5 CORPORATION HEALTH AND
6 WELFARE BENEFIT PLAN;
7 KIMBERLY-CLARK
8 CORPORATION; KOHL'S GROUP
9 HEALTH PLAN; KOHL'S
10 DEPARTMENT STORES, INC.; THE
11 KROGER COMPANY HEALTH AND
12 WELFARE BENEFIT PLAN; THE
13 KROGER CO.; LABORERS HEALTH
14 AND WELFARE TRUST FUND FOR
15 SOUTHERN CALIFORNIA; BOARD
16 OF TRUSTEES, LABORERS
17 HEALTH AND WELFARE TRUST
18 FUND FOR SOUTHERN
19 CALIFORNIA; LEGGETT & PLATT,
20 INCORPORATED EMPLOYEE
21 BENEFIT FUND; LEGGETT &
22 PLATT, INCORPORATED;
23 LUXOTTICA GROUP BENEFIT
24 PLAN; LUXOTTICA RETAIL
25 NORTH AMERICA INC.; ERISA
26 PLANS COMPLIANCE AND
27 INVESTMENT COMMITTEE,
28 LUXOTTICA RETAIL NORTH
AMERICA INC.; LINE
CONSTRUCTION BENEFIT FUND
PLAN OF BENEFITS; BOARD OF
TRUSTEES OF LINE
CONSTRUCTION BENEFIT FUND;
EMPLOYEE BENEFIT PLAN OF
MASCO CORPORATION; MASCO
CORPORATION; MCLANE
COMPANY WELFARE PLAN;
MCLANE COMPANY, INC.;
MEDTRONIC, INC. GROUP
INSURANCE PLAN; MEDTRONIC,
INC.; MSC INDUSTRIAL DIRECT
CO., INC.; SID TOOL CO., INC.
BENEFIT PLAN; NATIONAL
ELEVATOR INDUSTRY HEALTH
BENEFIT PLAN; NATIONAL
ELEVATOR INDUSTRY HEALTH
BENEFIT PLAN BOARD OF

1 TRUSTEES; NESTLE HEALTH AND
2 WELFARE PLAN; NESTLE USA,
3 INC.; NORTHROP GRUMMAN
4 HEALTH PLAN; NORTHROP
5 GRUMMAN CORPORATION;
6 EMPLOYEE WELFARE BENEFITS
7 COMMITTEE, NORTHROP
8 GRUMMAN CORPORATION;
9 OLDCASTLE, INC. HEALTH AND
10 WELFARE; OLDCASTLE, INC.;
11 OPERATING ENGINEERS HEALTH
12 AND WELFARE FUND; JOINT
13 BOARD OF TRUSTEES OF
14 OPERATING ENGINEERS HEALTH
15 AND WELFARE FUND;
16 OPERATING ENGINEERS LOCAL
17 501 SECURITY FUND;
18 MANAGEMENT APPLIED
19 PROGRAMMING, INC.; OWENS-
20 ILLINOIS HOURLY EMPLOYEES
21 WELFARE BENEFIT PLAN;
22 OWENS-ILLINOIS, INC.; OWENS-
23 ILLINOIS EMPLOYEE BENEFITS
24 COMMITTEE; PACTIV
25 CORPORATION MASTER HEALTH
26 & WELFARE PLAN; PACTIV
27 CORPORATION; PANERA, LLC
28 WELFARE BENEFIT PLAN;
PANERA, LLC; PEPSICO
EMPLOYEE HEALTH CARE
PROGRAM; PEPSICO, INC.;
PEPSICO ADMINISTRATION
COMMITTEE; PGFC, INC.
EMPLOYEE BENEFITS PLAN;
PFGC, INC.; PIER 1 IMPORTS, INC.
MEDICAL PLAN; PIER 1 IMPORTS,
INC.; PORSCHE BUSINESS
SERVICES, INC. COMPREHENSIVE
WELFARE BENEFIT PLAN;
PORSCHE BUSINESS SERVICES,
INC.; PRIME HEALTHCARE
SERVICES, INC. WELFARE
BENEFITS PLAN; PRIME
HEALTHCARE SERVICES, INC.;
PROSPECT MORTGAGE, LLC
COMPREHENSIVE HEALTH &
WELFARE BENEFIT PLAN;

1 PROSPECT MORTGAGE, LLC;
2 RENT-A-CENTER, INC. EMPLOYEE
3 WELFARE BENEFITS PLAN; RENT-
4 A-CENTER, INC.; ROBINSON
5 HELICOPTER COMPANY HEALTH
6 PLAN; ROBINSON HELICOPTER
7 COMPANY, INC.; ROSS STORES
8 BENEFIT PROGRAM; ROSS
9 STORES, INC.; SKECHERS
10 WELFARE BENEFIT TRUST;
11 SKECHERS USA, INC.; SONOCO
12 HEALTH AND GROUP BENEFITS
13 PLAN; SONOCO PRODUCTS
14 COMPANY; SOUTHERN
15 CALIFORNIA DRUG BENEFIT
16 FUND; BOARD OF TRUSTEES,
17 SOUTHERN CALIFORNIA DRUG
18 BENEFIT FUND; SOUTHERN
19 CALIFORNIA LUMBER INDUSTRY
20 WELFARE FUND; BOARD OF
21 TRUSTEES, SOUTHERN
22 CALIFORNIA LUMBER INDUSTRY
23 WELFARE FUND; SOUTHERN
24 CALIFORNIA PAINTING &
25 DRYWALL INDUSTRIES HEALTH
26 AND WELFARE TRUST FUND;
27 BOARD OF TRUSTEES, SOUTHERN
28 CALIFORNIA PAINTING &
29 DRYWALL INDUSTRIES HEALTH
30 AND WELFARE TRUST FUND;
31 SOUTHWEST CARPENTERS
32 HEALTH AND WELFARE TRUST
33 BOARD OF TRUSTEES;
34 SOUTHWEST CARPENTERS
35 HEALTH AND WELFARE PLAN
36 FOR ACTIVE CARPENTERS; THE
37 STATE FARM INSURANCE
38 COMPANIES GROUP HEALTH AND
39 WELFARE PLAN FOR UNITED
40 STATES EMPLOYEES;
41 STATE FARM MUTUAL
42 AUTOMOBILE INSURANCE
43 COMPANY; STATE FARM
44 WELFARE BENEFIT
45 ADMINISTRATIVE COMMITTEE;
46 STEPAN COMPANY EMPLOYEE
47 WELFARE BENEFIT PLAN;

1 STEPAN COMPANY; TARKETT
2 ENTERPRISES INC. EMPLOYEE
3 BENEFIT PLAN; TARKETT
4 ENTERPRISES INC.; TEAMSTERS
5 AND FOOD EMPLOYERS
6 SECURITY TRUST FUND;
7 SOUTHWEST ADMINISTRATORS,
8 INC.; TEMPLE-INLAND HEALTH &
9 WELFARE BENEFITS WRAP PLAN;
10 TIN INC. DBA TEMPLE-INLAND;
11 TEMPLE-INLAND BENEFITS
12 ADMINISTRATION COMMITTEE;
13 TIME WARNER GROUP HEALTH
14 PLAN; TIME WARNER INC.;
15 ADMINISTRATIVE COMMITTEE
16 OF THE PLAN, TIME WARNER
17 GROUP HEALTH PLAN;
18 TRAVELERS TRUSTEED
19 EMPLOYEE BENEFIT PLAN; THE
20 TRAVELERS COMPANIES, INC.;
21 TREEHOUSE FOODS, INC. HEALTH
22 AND WELFARE BENEFITS PLAN;
23 TREEHOUSE FOODS, INC.;
24 TRI-WEST, LTD. EMPLOYEE
25 HEALTH BENEFIT PLAN;
26 TRI-WEST, LTD.; TYCO
27 INTERNATIONAL HEALTH AND
28 WELFARE BENEFITS PLAN; TYCO
INTERNATIONAL MANAGEMENT
COMPANY, LLC; TYSON FOODS,
INC. GROUP HEALTH PLAN;
TYSON FOODS, INC.; SOUTHERN
CALIFORNIA UNITED FOOD &
COMMERCIAL WORKERS UNIONS
AND FOOD EMPLOYERS BENEFIT
FUND; SOUTHERN CALIFORNIA
UNITED FOOD & COMMERCIAL
WORKERS UNIONS AND FOOD
EMPLOYERS JOINT BENEFIT
FUNDS ADMINISTRATION, LLC;
UNIFIED GROCERS, INC. GROUP
WELFARE PLAN; UNIFIED
GROCERS, INC.; UNITED AIR
LINES EMPLOYEE WELFARE
BENEFIT PLAN; UNITED AIR
LINES, INC.; UNITED AIR LINES,
INC. RETIREMENT AND WELFARE

1 ADMINISTRATION COMMITTEE;
2 UNITED NATURAL FOODS
3 EMPLOYEE BENEFIT PLAN;
4 NATURAL FOODS, INC.; UNITED
5 TECHNOLOGIES CORPORATION
6 GROUP HEALTH CARE PLAN;
7 UNITED TECHNOLOGIES
8 CORPORATION; UPS HEALTH &
9 WELFARE PACKAGE SELECT;
10 UNITED PARCEL SERVICE OF
11 AMERICA, INC.; U.S. BANK
12 COMPREHENSIVE WELFARE
13 BENEFIT PLAN; U.S. BANCORP;
14 VERIZON WIRELESS HEALTH
15 AND WELFARE BENEFITS PLAN;
16 CELLCO PARTNERSHIP;
17 VERTIS HEALTH AND WELFARE
18 PLAN; VERTIS, INC.; WAL-MART
19 STORES, INC. ASSOCIATES
20 HEALTH & WELFARE PLAN;
21 WAL-MART STORES, INC.;
22 ADMINISTRATIVE COMMITTEE,
23 WAL-MART STORES, INC.
24 ASSOCIATES HEALTH &
25 WELFARE PLAN; WERNER
26 ENTERPRISES, INC. GROUP
27 INSURANCE PLAN; WERNER
28 ENTERPRISES, INC.; WESTERN
GROWERS ASSURANCE TRUST;
TRUSTEES OF THE WESTERN
GROWERS ASSURANCE TRUST;
WESTERN TEAMSTERS WELFARE
TRUST; BOARD OF TRUSTEES,
WESTERN TEAMSTERS WELFARE
TRUST; WINCO FOODS, INC.,
MEDICAL REIMBURSEMENT
PLAN; WINCO HOLDINGS, INC.;
XEROX MEDICAL CARE PLAN;
XEROX CORPORATION; and
DOES 1 through 10, inclusive.

Defendants.

1 Plaintiff Pomona Valley Hospital Medical Center ("Pomona Valley
2 Hospital") alleges against defendants as follows:

3 I.

4 **JURISDICTION AND VENUE**

5 1. This Court has subject matter jurisdiction over this action pursuant to
6 28 U.S.C. § 1331, because the action arises under the laws of the United States;
7 pursuant to 29 U.S.C. § 1332, because the action seeks to enforce rights under the
8 Employee Retirement Income Security Act of 1974 ("ERISA"); and pursuant to 28
9 U.S.C. § 1367, because the state law claims are so related to the federal claims that
10 they form part of the same case or controversy.

11 2. This Court is the proper venue for this action pursuant to 28 U.S.C. §
12 1391(b) because a substantial part of the events or omissions giving rise to the
13 claims alleged herein occurred in this Judicial District, and because one or more of
14 the Defendants conducts a substantial amount of business in this Judicial District.

15 II.

16 **THE PARTIES**

17 3. Pomona Valley Hospital is an extremely well-respected hospital that
18 provides the highest quality of healthcare services to its patients, including
19 Defendants' members. Pomona Valley Hospital has been ranked by CareChex
20 Medical Quality Rating System as providing the best overall medical care of any
21 hospital in California, and the third best in providing overall hospital care. Pomona
22 Valley Hospital ranks among the top hospitals in the United States for many
23 services, including women's health, maternity care, treatment of strokes, spine
24 surgery, emergency medicine, coronary bypass surgery, treatment of sepsis, and
25 treatment of pneumonia. Its physicians, nurses and other clinical staff are highly
26 qualified and trained. Pomona Valley Hospital is, and at all relevant times was, a
27 California corporation organized and existing under the laws of California, with its
28 principal place of business in Pomona, California. Pomona Valley Hospital is, and

1 at all relevant times was, a hospital and healthcare provider licensed and in good
2 standing under the laws of California.

3 **Blue Cross Defendants**

4 4. Pomona Valley Hospital is informed and believes that Defendant Blue
5 Cross of California ("BCC") is a corporation duly organized and existing under the
6 laws of the State of California and is authorized to transact, and is in fact
7 transacting, the business of insurance in California. Pomona Valley Hospital also is
8 informed and believes that BCC does business as Anthem Blue Cross. Pomona
9 Valley Hospital is informed and believes that BCC's principal place of business is in
10 Thousand Oaks, California.

11 5. Pomona Valley Hospital is informed and believes that Defendant
12 Anthem Blue Cross Life and Health Insurance Company ("BC Life") is a
13 corporation duly organized and existing under the laws of the State of California and
14 is authorized to transact, and is in fact transacting, the business of insurance in
15 California. Pomona Valley Hospital is informed and believes that BC Life's
16 principal place of business is in Thousand Oaks, California.

17 6. BCC and BC Life may hereinafter be referred to collectively as "Blue
18 Cross."

19 **Blue Card Defendants**

20 7. Pomona Valley Hospital is informed and believes that Defendant Blue
21 Cross and Blue Shield of Alabama ("Alabama Blue Cross"), is a corporation duly
22 organized and existing under the laws of the State of Alabama, with its principal
23 place of business in Birmingham, Alabama. Pomona Valley Hospital is informed
24 and believes that Alabama Blue Cross transacts business in California, and has
25 members who received medical services at Pomona Valley Hospital in Los Angeles
26 County, California.

27 8. Pomona Valley Hospital is informed and believes that Defendant Blue
28 Cross and Blue Shield of Arizona, Inc. ("Arizona Blue Cross"), is a corporation duly

1 organized and existing under the laws of the State of Arizona, with its principal
2 place of business in Phoenix, Arizona. Pomona Valley Hospital is informed and
3 believes that Arizona Blue Cross transacts business in California, and has members
4 who received medical services at Pomona Valley Hospital in Los Angeles County,
5 California.

6 9. Pomona Valley Hospital is informed and believes that Defendant
7 Rocky Mountain Hospital and Medical Service, Inc., doing business as Anthem
8 Blue Cross and Blue Shield ("Colorado Blue Cross"), is a corporation duly
9 organized and existing under the laws of the State of Colorado, with its principal
10 place of business in Denver, Colorado. Pomona Valley Hospital is informed and
11 believes that Colorado Blue Cross transacts business in California, and has members
12 who received medical services at Pomona Valley Hospital in Los Angeles County,
13 California.

14 10. Pomona Valley Hospital is informed and believes that Defendant
15 Anthem Health Plans, Inc. d/b/a Blue Cross and Blue Shield of Connecticut
16 ("Connecticut Blue Cross") is a corporation duly organized and existing under the
17 laws of the State of Connecticut, with its principal place of business in North Haven,
18 Connecticut. Pomona Valley Hospital is informed and believes that Connecticut
19 Blue Cross transacts business in California, and has members who received medical
20 services at Pomona Valley Hospital in Los Angeles County, California.

21 11. Pomona Valley Hospital is informed and believes that Defendant Blue
22 Cross and Blue Shield of Florida, Inc. ("Florida Blue Cross") is a corporation duly
23 organized and existing under the laws of the State of Florida, with its principal place
24 of business in Tallahassee, Florida. Pomona Valley Hospital is informed and
25 believes that Florida Blue Cross transacts business in California, and has members
26 who received medical services at Pomona Valley Hospital in Los Angeles County,
27 California.

28

1 12. Pomona Valley Hospital is informed and believes that Defendant Blue
2 Cross and Blue Shield of Georgia, Inc. ("Georgia Blue Cross") is a corporation duly
3 organized and existing under the laws of the State of Georgia, with its principal
4 place of business in Atlanta, Georgia. Pomona Valley Hospital is informed and
5 believes that Georgia Blue Cross transacts business in California, and has members
6 who received medical services at Pomona Valley Hospital in Los Angeles County,
7 California.

8 13. Pomona Valley Hospital is informed and believes that defendant
9 Independence Blue Cross is a corporation duly organized and existing under the
10 laws of the State of Pennsylvania, with its principal place of business in
11 Pennsylvania. Pomona Valley Hospital is informed and believes that Independence
12 Blue Cross transacts business in California, and has members who received medical
13 services at Pomona Valley Hospital in Los Angeles County, California.

14 14. Pomona Valley Hospital is informed and believes that Defendant Blue
15 Cross and Blue Shield of Kansas City ("Kansas City Blue Cross") is a corporation
16 duly organized and existing under the laws of the State of Missouri, with its
17 principal place of business in Kansas City, Missouri. Pomona Valley Hospital is
18 informed and believes that Kansas City Blue Cross transacts business in California,
19 and has members who received medical services at Pomona Valley Hospital in Los
20 Angeles County, California.

21 15. Pomona Valley Hospital is informed and believes that Defendant
22 Anthem Health Plans of Kentucky, Inc., doing business as Anthem Blue Cross and
23 Blue Shield ("Kentucky Blue Cross") is a corporation duly organized and existing
24 under the laws of the State of Kentucky, with its principal place of business in
25 Frankfort, Kentucky. Pomona Valley Hospital is informed and believes that
26 Kentucky Blue Cross transacts business in California, and has members who
27 received medical services at Pomona Valley Hospital in Los Angeles County,
28 California.

1 16. Pomona Valley Hospital is informed and believes that Defendant
2 Louisiana Health Service & Indemnity Company DBA Blue Cross Blue Shield of
3 Louisiana ("Louisiana Blue Cross") is a corporation duly organized and existing
4 under the laws of the State of Louisiana, with its principal place of business in Baton
5 Rouge, Louisiana. Pomona Valley Hospital is informed and believes that Louisiana
6 Blue Cross transacts business in California, and has members who received medical
7 services at Pomona Valley Hospital in Los Angeles County, California.

8 17. Pomona Valley Hospital is informed and believes that Defendant Blue
9 Cross and Blue Shield of Massachusetts, Inc. ("Massachusetts Blue Cross") is a
10 corporation duly organized and existing under the laws of the State of
11 Massachusetts, with its principal place of business in Boston, Massachusetts.
12 Pomona Valley Hospital is informed and believes that Massachusetts Blue Cross
13 transacts business in California, and has members who received medical services at
14 Pomona Valley Hospital in Los Angeles County, California.

15 18. Pomona Valley Hospital is informed and believes that Defendant Blue
16 Cross Blue Shield of Michigan ("Michigan Blue Cross") is a corporation duly
17 organized and existing under the laws of the State of Michigan, with its principal
18 place of business in Detroit, Michigan. Pomona Valley Hospital is informed and
19 believes that Michigan Blue Cross transacts business in California, and has members
20 who received medical services at Pomona Valley Hospital in Los Angeles County,
21 California.

22 19. Pomona Valley Hospital is informed and believes that Defendant
23 BCBSM, Inc., doing business as Blue Cross and Blue Shield of Minnesota
24 ("Minnesota Blue Cross"), is a corporation duly organized and existing under the
25 laws of the State of Minnesota, with its principal place of business in St. Paul,
26 Minnesota. Pomona Valley Hospital is informed and believes that Minnesota Blue
27 Cross transacts business in California, and has members who received medical
28 services at Pomona Valley Hospital in Los Angeles County, California.

1 20. Pomona Valley Hospital is informed and believes that Defendant
2 Empire HealthChoice Assurance, Inc., doing business as Empire BlueCross
3 BlueShield ("Empire Blue Cross") is a corporation duly organized and existing
4 under the laws of the State of New York, with its principal place of business in
5 Albany, New York. Pomona Valley Hospital is informed and believes that Empire
6 Blue Cross transacts business in California, and has members who received medical
7 services at Pomona Valley Hospital in Los Angeles County, California.

8 21. Pomona Valley Hospital is informed and believes that Defendant
9 Excellus Health Plan, Inc., doing business as Excellus BlueCross BlueShield
10 ("Excellus Blue Cross") is a corporation duly organized and existing under the laws
11 of the State of New York, with its principal place of business in Rochester, New
12 York. Pomona Valley Hospital is informed and believes that Excellus Blue Cross
13 transacts business in California, and has members who received medical services at
14 Pomona Valley Hospital in Los Angeles County, California.

15 22. Pomona Valley Hospital is informed and believes that Defendant Blue
16 Cross and Blue Shield of North Carolina ("North Carolina Blue Cross") is a
17 corporation duly organized and existing under the laws of the State of North
18 Carolina, with its principal place of business in Durham, North Carolina. Pomona
19 Valley Hospital is informed and believes that North Carolina Blue Cross transacts
20 business in California, and has members who received medical services at Pomona
21 Valley Hospital in Los Angeles County, California.

22 23. Pomona Valley Hospital is informed and believes that Defendant Blue
23 Cross and Blue Shield of South Carolina ("South Carolina Blue Cross") is a
24 corporation duly organized and existing under the laws of the State of South
25 Carolina, with its principal place of business in Columbia, South Carolina. Pomona
26 Valley Hospital is informed and believes that South Carolina Blue Cross transacts
27 business in California, and has members who received medical services at Pomona
28 Valley Hospital in Los Angeles County, California.

24. Pomona Valley Hospital is informed and believes that defendant Healthcare Service Corporation, doing business as BlueCross BlueShield of Illinois and BlueCross Blue Shield of Texas, ("HCSC," "Illinois Blue Cross," and "Texas Blue Cross." respectively) is a corporation duly organized and existing under the laws of the State of Illinois, with its principal place of business in Chicago, Illinois. Pomona Valley Hospital is informed and believes that HCSC, including both Illinois Blue Cross and Texas Blue Cross, transacts business in California, and has members who received medical services at Pomona Valley Hospital in Los Angeles County, California.

25. Pomona Valley Hospital is informed and believes that Defendant Anthem Health Plans of Virginia, Inc. doing business as Anthem Blue Cross and Blue Shield of Virginia ("Virginia Blue Cross") is a corporation duly organized and existing under the laws of the State of Virginia, with its principal place of business in Glen Allen, Virginia. Pomona Valley Hospital is informed and believes that Virginia Blue Cross transacts business in California, and has members who received medical services at Pomona Valley Hospital in Los Angeles County, California.

26. Pomona Valley Hospital is informed and believes that Defendant BlueCross BlueShield of Tennessee, Inc. ("Tennessee Blue Cross") is a corporation duly organized and existing under the laws of the State of Tennessee, with its principal place of business in Tennessee. Pomona Valley Hospital is informed and believes that Tennessee Blue Cross transacts business in California, and has members who received medical services at Pomona Valley Hospital in Los Angeles County, California.

27. Pomona Valley Hospital is informed and believes that Defendant Wellpoint, Inc. doing business as Blue Cross Blue Shield of Wisconsin ("Wisconsin Blue Cross") is a corporation duly organized and existing under the laws of the State of Indiana, with its principal place of business in Indianapolis, Indiana. Pomona Valley Hospital is informed and believes that Wisconsin Blue Cross transacts

1 business in California, and has members who received medical services at Pomona
2 Valley Hospital in Los Angeles County, California.

3 28. Pomona Valley Hospital is informed and believes that CareFirst of
4 Maryland, Inc. ("Maryland Blue Cross") is a corporation duly organized and
5 existing under the laws of the State of Maryland, with its principal place of business
6 in Baltimore, Maryland. Pomona Valley Hospital is informed and believes that
7 Maryland Blue Cross transacts business in California, and has members who
8 received medical services at Pomona Valley Hospital in Los Angeles County,
9 California.

10 29. Pomona Valley Hospital is informed and believes that Defendant
11 Hawaii Medical Service Association ("Hawaii Blue Cross") is a corporation duly
12 organized and existing under the laws of the State of Hawaii, with its principal place
13 of business in Honolulu, Hawaii. Pomona Valley Hospital is informed and believes
14 that Hawaii Blue Cross transacts business in California, and has members who
15 received medical services at Pomona Valley Hospital in Los Angeles County,
16 California.

17 30. Pomona Valley Hospital is informed and believes that Defendant
18 Highmark Inc. DBA Highmark Blue Cross Blue Shield ("Highmark Blue Cross") is
19 a corporation duly organized and existing under the laws of the State of
20 Pennsylvania, with its principal place of business in Camp Hill, Pennsylvania.
21 Pomona Valley Hospital is informed and believes that Highmark Blue Cross
22 transacts business in California, and has members who received medical services at
23 Pomona Valley Hospital in Los Angeles County, California.

24 31. Pomona Valley Hospital is informed and believes that Defendant
25 Premiera Blue Cross is a corporation duly organized and existing under the laws of
26 the State of Washington, with its principal place of business in Olympia,
27 Washington. Pomona Valley Hospital is informed and believes that Premiera Blue
28

1 Cross transacts business in California, and has members who received medical
2 services at Pomona Valley Hospital in Los Angeles County, California.

3 32. Pomona Valley Hospital is informed and believes that Regence
4 BlueCross Blue Shield of Utah ("Utah Blue Cross") is a corporation duly organized
5 and existing under the laws of the State of Utah, with its principal place of business
6 in Salt Lake City, Utah. Pomona Valley Hospital is informed and believes that Utah
7 Blue Cross transacts business in California, and has members who received medical
8 services at Pomona Valley Hospital in Los Angeles County, California.

9 33. Pomona Valley Hospital is informed and believes that Regence
10 BlueShield ("Washington Blue Cross") is a corporation duly organized and existing
11 under the laws of the State of Washington, with its principal place of business in
12 Seattle, Washington. Pomona Valley Hospital is informed and believes that
13 Washington Blue Cross transacts business in California, and has members who
14 received medical services at Pomona Valley Hospital in Los Angeles County,
15 California.

16 34. DOES 1 through 5 are healthcare insurance companies with a principal
17 place of business in a state other than California. Pomona is informed and believes
18 that DOES 1 through 5 transact business in California, and have members that
19 receive medical services in California.

20 35. The defendants described in Paragraphs 7 through 34 are collectively
21 referred to herein as the "Blue Card Defendants."

22 **Self-Insured Defendants**

23 36. Pomona Valley Hospital is informed and believes that Defendant
24 Employees' Group Benefits Plan of Alcoa, Inc. is an ERISA plan and a proper
25 defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

26 37. Pomona Valley Hospital is informed and believes that Defendant
27 Alcoa, Inc. is a Pennsylvania corporation with its corporate headquarters located in
28 Pittsburgh, Pennsylvania. Pomona Valley Hospital is informed and believes that

1 Alcoa, Inc. is a plan sponsor and plan administrator for the Employees' Group
2 Benefits Plan of Alcoa, Inc.

3 38. Pomona Valley Hospital is informed and believes that Defendant
4 Group Life and Health Benefits Plan for Employees of Participating AMR
5 Corporation Subsidiaries is an ERISA plan and a proper defendant pursuant to
6 ERISA § 502(d), 29 U.S.C. § 1132(d).

7 39. Pomona Valley Hospital is informed and believes that Defendant
8 American Airlines, Inc. is a Delaware corporation with its corporate headquarters
9 located in Dallas-Fort Worth, Texas. Pomona Valley Hospital is informed and
10 believes that American Airlines, Inc. is a plan sponsor and plan administrator for the
11 Group Life and Health Benefits Plan for Employees of Participating AMR
12 Corporation Subsidiaries.

13 40. Pomona Valley Hospital is informed and believes that Defendant
14 American Golf Corporation Group Life, AD&D & Health Benefits Plan is an
15 ERISA plan and a proper defendant pursuant to ERISA § 502(d), 29 U.S.C. §
16 1132(d).

17 41. Pomona Valley Hospital is informed and believes that Defendant
18 American Golf Corporation is a California corporation with its corporate
19 headquarters located in Santa Monica, California. Pomona Valley Hospital is
20 informed and believes that American Golf Corporation is a plan sponsor and plan
21 administrator for the American Golf Corporation Group Life, AD&D & Health
22 Benefits Plan.

23 42. Pomona Valley Hospital is informed and believes that Defendant
24 Group Insurance Plan for Certain Employees of Anheuser-Busch Companies, Inc. is
25 an ERISA plan and a proper defendant pursuant to ERISA § 502(d), 29 U.S.C. §
26 1132(d).

27 43. Pomona Valley Hospital is informed and believes that Defendant
28 Anheuser-Busch Companies, Inc. is a Delaware corporation with its corporate

headquarters located in St. Louis, Missouri. Pomona Valley Hospital is informed and believes that Anheuser-Busch Companies, Inc. is a plan sponsor and plan administrator for the Group Insurance Plan for Certain Employees of Anheuser-Busch Companies, Inc.

44. Pomona Valley Hospital is informed and believes that Defendant Applied Industrial Technologies Comprehensive Health Care Plan is an ERISA plan and a proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

45. Pomona Valley Hospital is informed and believes that Defendant Applied Industrial Technologies, Inc. is an Ohio corporation with its corporate headquarters located in Cleveland, Ohio. Pomona Valley Hospital is informed and believes that Applied Industrial Technologies, Inc. is a plan sponsor and plan administrator for the Applied Industrial Technologies Comprehensive Health Care Plan.

46. Pomona Valley Hospital is informed and believes that Defendant Arthur J. Gallagher & Co. Employees' Self Funded Medical/Dental Plan and Insured Benefits is an ERISA plan and a proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

47. Pomona Valley Hospital is informed and believes that Defendant Arthur J. Gallagher & Co. is a Delaware corporation with its corporate headquarters located in Itasca, Illinois. Pomona Valley Hospital is informed and believes that Arthur J. Gallagher & Co. is a plan sponsor and plan administrator for the Arthur J. Gallagher & Co. Employees' Self Funded Medical/Dental Plan and Insured Benefits.

48. Pomona Valley Hospital is informed and believes that Defendant Ashland Inc. Medical Plan is an ERISA plan and a proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

49. Pomona Valley Hospital is informed and believes that Defendant Ashland Inc. is a Kentucky corporation with its corporate headquarters located in

1 Lexington, Kentucky. Pomona Valley Hospital is informed and believes that
2 Ashland Inc. is a plan sponsor and plan administrator for the Ashland Inc. Medical
3 Plan.

4 50. Pomona Valley Hospital is informed and believes that Defendant
5 Atrium Companies, Inc., Master Benefits Plan is an ERISA plan and a proper
6 defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

7 51. Pomona Valley Hospital is informed and believes that Defendant
8 Atrium Companies, Inc. is a Delaware corporation with its corporate headquarters
9 located in Dallas, Texas. Pomona Valley Hospital is informed and believes that
10 Atrium Companies, Inc. is a plan sponsor and plan administrator for the Atrium
11 Companies, Inc., Master Benefits Plan.

12 52. Pomona Valley Hospital is informed and believes that Defendant Big
13 Lots Associate Benefit Plan is an ERISA plan and a proper defendant pursuant to
14 ERISA § 502(d), 29 U.S.C. § 1132(d).

15 53. Pomona Valley Hospital is informed and believes that Defendant Big
16 Lots, Inc. is an Ohio corporation with its corporate headquarters located in
17 Columbus, Ohio. Pomona Valley Hospital is informed and believes that Big Lots,
18 Inc. is a plan sponsor and plan administrator for the Big Lots Associate Benefit Plan.

19 54. Pomona Valley Hospital is informed and believes that Defendant The
20 Boeing Company Master Welfare Plan is an ERISA plan and a proper defendant
21 pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

22 55. Pomona Valley Hospital is informed and believes that Defendant The
23 Boeing Company is a Delaware corporation with its corporate headquarters located
24 in Chicago, Illinois. Pomona Valley Hospital is informed and believes that The
25 Boeing Company is a plan sponsor and plan administrator for The Boeing Company
26 Employee Health Benefit Plan.

27 56. Pomona Valley Hospital is informed and believes that the Defendant
28 Employee Benefit Plans Committee of the Boeing Company is an administrative

1 unit within the Boeing Company. Pomona Valley Hospital is informed and believes
2 that the Employee Benefit Plans Committee of Boeing Company is a plan sponsor
3 and plan administrator for The Boeing Company Master Welfare Plan.

4 57. Pomona Valley Hospital is informed and believes that Defendant
5 California Ironworkers Field Welfare Plan is an ERISA plan and a proper defendant
6 pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

7 58. Pomona Valley Hospital is informed and believes that Defendant Board
8 of Trustees, Ironworkers Field Welfare Plan is the plan sponsor and plan
9 administrator for the California Ironworkers Field Welfare Plan.

10 59. Pomona Valley Hospital is informed and believes that Defendant
11 California Service Employees Health and Welfare Trust Fund is a trust duly
12 organized and existing under the laws of California, with its principal place of
13 business in Alameda, California.

14 60. Pomona Valley Hospital is informed and believes that Defendant Board
15 of Trustees of California Service Employees Health and Welfare Trust Fund is an
16 administrative unit within, and designated plan administrator for, the California
17 Service Employees Health and Welfare Trust Fund.

18 61. Pomona Valley Hospital is informed and believes that Defendant
19 CalPortland Health and Welfare Benefit Plan is an ERISA plan and a proper
20 defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

21 62. Pomona Valley Hospital is informed and believes that Defendant
22 CalPortland Company is a California corporation with its corporate headquarters
23 located in Glendora, California. Pomona Valley Hospital is informed and believes
24 that Calportland Company is a plan sponsor and plan administrator for the
25 CalPortland Health and Welfare Benefit Plan.

26 63. Pomona Valley Hospital is informed and believes that Defendant
27 Cintas Corporation Welfare Plan is an ERISA plan and a proper defendant pursuant
28 to ERISA § 502(d), 29 U.S.C. § 1132(d).

1 64. Pomona Valley Hospital is informed and believes that Defendant
2 Cintas Corporation is an Ohio corporation with its corporate headquarters located in
3 Mason, Ohio. Pomona Valley Hospital is informed and believes that Cintas
4 Corporation is a plan sponsor and plan administrator for the Cintas Corporation
5 Welfare Plan.

6 65. Pomona Valley Hospital is informed and believes that Defendant Coca-
7 Cola Company Refreshments Personal Choice Flexible Benefits Plan – Medical and
8 Prescription Drug Plan is an ERISA plan and a proper defendant pursuant to ERISA
9 § 502(d), 29 U.S.C. § 1132(d).

10 66. Pomona Valley Hospital is informed and believes that Defendant Coca-
11 Cola Refreshments USA, Inc. is a Delaware corporation with its corporate
12 headquarters located in Atlanta, Georgia. Pomona Valley Hospital is informed and
13 believes that Coca-Cola Company is a plan sponsor and plan administrator for the
14 Coca-Cola Company Refreshments Personal Choice Flexible Benefits Plan –
15 Medical and Prescription Drug Plan.

16 67. Pomona Valley Hospital is informed and believes that Defendant the
17 Coca-Cola Company Benefits Committee is an administrative unit of Defendant
18 Coca-Cola Refreshments USA, Inc. Pomona Valley Hospital is informed and
19 believes that Coca-Cola Company Benefits Committee is a plan sponsor and plan
20 administrator for the Coca-Cola Company Refreshments Personal Choice Flexible
21 Benefits Plan – Medical and Prescription Drug Plan.

22 68. Pomona Valley Hospital is informed and believes that Defendant
23 ConMed Corporation Healthcare Plan is an ERISA plan and a proper defendant
24 pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

25 69. Pomona Valley Hospital is informed and believes that Defendant
26 ConMed Corporation is a New York corporation with its corporate headquarters
27 located in Utica, New York. Pomona Valley Hospital is informed and believes that
28

1 ConMed Corporation is a plan sponsor and plan administrator for the ConMed
2 Corporation Healthcare Plan.

3 70. Pomona Valley Hospital is informed and believes that Defendant
4 Crawford & Company Employee Medical Benefit Plan is an ERISA plan and a
5 proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

6 71. Pomona Valley Hospital is informed and believes that Defendant
7 Crawford & Company is a Georgia corporation with its corporate headquarters
8 located in Atlanta, Georgia. Pomona Valley Hospital is informed and believes that
9 Crawford & Company is a plan sponsor and plan administrator for the Crawford &
10 Company Employee Medical Benefit Plan.

11 72. Pomona Valley Hospital is informed and believes that Defendant Dean
12 Foods Company Flex Select Benefit Plan is an ERISA plan and a proper defendant
13 pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

14 73. Pomona Valley Hospital is informed and believes that Defendant Dean
15 Foods Company is a Delaware corporation with its corporate headquarters located in
16 Dallas, Texas. Pomona Valley Hospital is informed and believes that Dean Foods
17 Company is a plan sponsor and plan administrator for the Dean Foods Company
18 Flex Select Benefit Plan.

19 74. Pomona Valley Hospital is informed and believes that Defendant
20 DirecTV Welfare Benefit Plan is an ERISA plan and a proper defendant pursuant to
21 ERISA § 502(d), 29 U.S.C. § 1132(d).

22 75. Pomona Valley Hospital is informed and believes that Defendant The
23 DirectTV Group, Inc. is a Delaware corporation with its corporate headquarters
24 located in El Segundo, California. Pomona Valley Hospital is informed and
25 believes that The DirecTV Group, Inc. is a plan sponsor and plan administrator for
26 the DirecTV Welfare Benefit Plan.

1 76. Pomona Valley Hospital is informed and believes that Defendant Dorel
2 Juvenile Group Inc. Welfare Benefit Plan is an ERISA plan and a proper defendant
3 pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

4 77. Pomona Valley Hospital is informed and believes that Defendant Dorel
5 Juvenile Group, Inc. is a Massachusetts corporation with its corporate headquarters
6 located in Columbus, Indiana. Pomona Valley Hospital is informed and believes
7 that Dorel Juvenile Group, Inc. is a plan sponsor and plan administrator for the
8 Dorel Juvenile Group Inc. Welfare Benefit Plan.

9 78. Pomona Valley Hospital is informed and believes that Defendant
10 Emerson Electric Company Self Funded Medical Plan is an ERISA plan and a
11 proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

12 79. Pomona Valley Hospital is informed and believes that Defendant
13 Emerson Electric Company is a Missouri corporation with its corporate headquarters
14 located in St. Louis, Missouri. Pomona Valley Hospital is informed and believes
15 that Emerson Electric Company is a plan sponsor and plan administrator for the
16 Emerson Electric Company Self Funded Medical Plan.

17 80. Pomona Valley Hospital is informed and believes that Defendant
18 FedEx Ground Package System Inc. Medical, Dental and Vision Care Plan for
19 Package Handlers is an ERISA plan and a proper defendant pursuant to ERISA §
20 502(d), 29 U.S.C. § 1132(d).

21 81. Pomona Valley Hospital is informed and believes that Defendant
22 FedEx Ground Package System, Inc. is a Delaware corporation with its corporate
23 headquarters located in Moon Township, Pennsylvania. Pomona Valley Hospital is
24 informed and believes that FedEx Ground Package System, Inc. is a plan sponsor
25 and plan administrator for the FedEx Ground Package System Inc. Medical, Dental
26 and Vision Care Plan for Package Handlers.

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1 82. Pomona Valley Hospital is informed and believes that Defendant
2 Flowserve Corporation Flex Health & Welfare Benefits Plan is an ERISA plan and a
3 proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

4 83. Pomona Valley Hospital is informed and believes that Defendant
5 Flowserve Corporation is a New York corporation with its corporate headquarters
6 located in Irving, Texas. Pomona Valley Hospital is informed and believes that
7 Flowserve Corporation is a plan sponsor and plan administrator for the Flowserve
8 Corporation Flex Health & Welfare Benefits Plan.

9 84. Pomona Valley Hospital is informed and believes that Defendant
10 GENCO Distribution System, Inc. Teammate Benefit Plan is an ERISA plan and a
11 proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

12 85. Pomona Valley Hospital is informed and believes that Defendant
13 GENCO Distribution System, Inc. is a Pennsylvania corporation with its corporate
14 headquarters located in Pittsburgh, Pennsylvania. Pomona Valley Hospital is
15 informed and believes that GENCO Distribution System, Inc. is a plan sponsor and
16 plan administrator for GENCO Distribution System, Inc. Teammate Benefit Plan.

17 86. Pomona Valley Hospital is informed and believes that Defendant The
18 Hayward Industries, Inc. Medical Plan is an ERISA plan and a proper defendant
19 pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

20 87. Pomona Valley Hospital is informed and believes that Defendant
21 Hayward Industries, Inc. is a New Jersey corporation with its corporate headquarters
22 located in Elizabeth, New Jersey. Pomona Valley Hospital is informed and believes
23 that Hayward Industries, Inc. is a plan sponsor and plan administrator for the
24 Hayward Industries, Inc. Medical Plan.

25 88. Pomona Valley Hospital is informed and believes that Defendant
26 Aimee Link, an individual, is the designated plan administrator for the Hayward
27 Industries, Inc. Medical Plan.

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1 89. Pomona Valley Hospital is informed and believes that Defendant HDR
2 Group Insurance Plan is an ERISA plan and a proper defendant pursuant to ERISA
3 § 502(d), 29 U.S.C. § 1132(d).

4 90. Pomona Valley Hospital is informed and believes that Defendant HDR,
5 Inc. is a Nebraska corporation with its corporate headquarters located in Omaha,
6 Nebraska. Pomona Valley Hospital is informed and believes that HDR, Inc. is a
7 plan sponsor and plan administrator for the HDR Group Insurance Plan.

8 91. Pomona Valley Hospital is informed and believes that Defendant
9 Invensys Group Benefits Plan is an ERISA plan and a proper defendant pursuant to
10 ERISA § 502(d), 29 U.S.C. § 1132(d).

11 92. Pomona Valley Hospital is informed and believes that Defendant
12 Invensys, Inc. is a Massachusetts corporation with its corporate headquarters located
13 in Foxboro, Massachusetts. Pomona Valley Hospital is informed and believes that
14 Invensys, Inc. is a plan sponsor and plan administrator for Defendant Invensys
15 Group Benefits Plan.

16 93. Pomona Valley Hospital is informed and believes that the Defendant
17 Administrative Committee of Invensys, Inc. is an administrative unit of Invensys,
18 Inc., and is a plan sponsor and plan administrator for Invensys Group Benefits Plan.

19 94. Pomona Valley Hospital is informed and believes that Defendant IDB
20 Holdings, Inc. Welfare Benefit Plan is an ERISA plan and a proper defendant
21 pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

22 95. Pomona Valley Hospital is informed and believes that Defendant IDB
23 Holdings, Inc. is a Delaware corporation with its corporate headquarters located in
24 Ontario, California. Pomona Valley Hospital is informed and believes that IDB
25 Holdings, Inc. is a plan sponsor and plan administrator for IDB Holdings, Inc.
26 Welfare Benefit Plan.

1 96. Pomona Valley Hospital is informed and believes that Defendant
2 Jackson and Tull Employee Benefit Plan is an ERISA plan and a proper defendant
3 pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

4 97. Pomona Valley Hospital is informed and believes that Defendant
5 Jackson and Tull Chartered Engineers is a Washington, DC corporation with its
6 corporate headquarters located in Washington, DC. Pomona Valley Hospital is
7 informed and believes that Jackson and Tull Chartered Engineers is a plan sponsor
8 and plan administrator for Jackson and Tull Employee Benefit Plan.

9 98. Pomona Valley Hospital is informed and believes that Defendant
10 Jensen Precast Employee Benefit Plan is an ERISA plan and a proper defendant
11 pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

12 99. Pomona Valley Hospital is informed and believes that Defendant
13 Jensen Enterprises, Inc. is a Nevada corporation with its corporate headquarters
14 located in Sparks, Nevada. Pomona Valley Hospital is informed and believes that
15 Jensen Enterprises, Inc. is a plan sponsor and plan administrator for the Jensen
16 Precast Employee Benefit Plan.

17 100. Pomona Valley Hospital is informed and believes that Defendant The
18 JPMorgan Chase Medical Plan is an ERISA plan and a proper defendant pursuant to
19 ERISA § 502(d), 29 U.S.C. § 1132(d).

20 101. Pomona Valley Hospital is informed and believes that Defendant
21 JPMorgan Chase & Co. is a Delaware corporation with its corporate headquarters
22 located in New York, New York. Pomona Valley Hospital is informed and believes
23 that JPMorgan Chase & Co. is a plan sponsor and plan administrator for The
24 JPMorgan Chase Medical Plan.

25 102. Pomona Valley Hospital is informed and believes that Defendant
26 JPMorgan Chase U.S. Benefits Executive, an individual, is a citizen of New York,
27 and is the designated plan administrator for the JPMorgan Chase Medical Plan.
28

1 103. Pomona Valley Hospital is informed and believes that Defendant
2 Kimberly-Clark Corporation Health and Welfare Benefit Plan is an ERISA plan and
3 a proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

4 104. Pomona Valley Hospital is informed and believes that Defendant
5 Kimberly-Clark Corporation is a Delaware corporation with its corporate
6 headquarters located in Neenah, Wisconsin. Pomona Valley Hospital is informed
7 and believes that Kimberly-Clark Corporation is a plan sponsor and plan
8 administrator for the Kimberly-Clark Corporation Health and Welfare Benefit Plan.

9 105. Pomona Valley Hospital is informed and believes that Defendant
10 Kohl's Group Health Plan is an ERISA plan and a proper defendant pursuant to
11 ERISA § 502(d), 29 U.S.C. § 1132(d).

12 106. Pomona Valley Hospital is informed and believes that Defendant
13 Kohl's Department Stores, Inc. is a Delaware corporation with its corporate
14 headquarters located in Menomonee Falls, Wisconsin. Pomona Valley Hospital is
15 informed and believes that Kohl's Department Stores, Inc. is a plan sponsor and
16 plan administrator for the Kohl's Group Health Plan.

17 107. Pomona Valley Hospital is informed and believes that Defendant The
18 Kroger Company Health and Welfare Benefit Plan is an ERISA plan and a proper
19 defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

20 108. Pomona Valley Hospital is informed and believes that Defendant The
21 Kroger Co. is an Ohio corporation with its corporate headquarters located in
22 Cincinnati, Ohio. Pomona Valley Hospital is informed and believes that The Kroger
23 Co. is a plan sponsor and plan administrator for the Kroger Company Health and
24 Welfare Benefit Plan.

25 109. Pomona Valley Hospital is informed and believes that Defendant
26 Laborers Health and Welfare Trust Fund for Southern California is a trust duly
27 organized and existing under the laws of California, with its headquarters located in
28 El Monte, California.

110. Pomona Valley Hospital is informed and believes that Defendant Board of Trustees, Laborers Health and Welfare Trust Fund for Southern California is an administrative unit of, and designated plan administrator for, Defendant Laborers Health and Welfare Trust for Southern California.

111. Pomona Valley Hospital is informed and believes that Defendant Leggett & Platt, Incorporated Employee Benefit Fund is an ERISA plan and a proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

112. Pomona Valley Hospital is informed and believes that Defendant Leggett & Platt, Incorporated is a Missouri corporation with its corporate headquarters located in Carthage, Missouri. Pomona Valley Hospital is informed and believes that Leggett & Platt, Incorporated is a plan sponsor and plan administrator for Leggett & Platt, Incorporated Employee Benefit Fund.

113. Pomona Valley Hospital is informed and believes that Defendant Luxottica Group Benefit Plan is an ERISA plan and a proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

114. Pomona Valley Hospital is informed and believes that Defendant Luxottica Retail North America Inc. is an Ohio corporation with its corporate headquarters located in Mason, Ohio. Pomona Valley Hospital is informed and believes that Luxottica Retail North America Inc. is a plan sponsor and plan administrator for Luxottica Group Benefit Plan.

115. Pomona Valley Hospital is informed and believes that Defendant ERISA Plans Compliance and Investment Committee, Luxottica Retail North America Inc. is an administrative unit of Luxottica Retail North America Inc., and is a plan sponsor and plan administrator for Luxottica Group Benefit Plan.

116. Pomona Valley Hospital is informed and believes that Defendant Line Construction Benefit Fund Plan of Benefits is an ERISA plan and a proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

1 117. Pomona Valley Hospital is informed and believes that Defendant Board
2 of Trustees of Line Construction Benefit Fund is the designated plan administrator
3 for Defendant Line Construction Benefit Fund Plan of Benefits.

4 118. Pomona Valley Hospital is informed and believes that Defendant
5 Employee Benefit Plan of Masco Corporation is an ERISA plan and a proper
6 defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

7 119. Pomona Valley Hospital is informed and believes that Defendant
8 Masco Corporation is a Michigan corporation with its corporate headquarters
9 located in Taylor, Michigan. Pomona Valley Hospital is informed and believes
10 Masco Corporation is a plan sponsor and plan administrator for the Employee
11 Benefit Plan of Masco Corporation.

12 120. Pomona Valley Hospital is informed and believes that Defendant
13 McLane Company Welfare Plan is an ERISA plan and a proper defendant pursuant
14 to ERISA § 502(d), 29 U.S.C. § 1132(d).

15 121. Pomona Valley Hospital is informed and believes that Defendant
16 McLane Company, Inc. is a Texas corporation with its corporate headquarters
17 located in Temple, Texas. Pomona Valley Hospital is informed and believes that
18 McLane Company, Inc. is a plan sponsor and plan administrator for the McLane
19 Company Welfare Plan.

20 122. Pomona Valley Hospital is informed and believes that Defendant
21 Medtronic, Inc. Group Insurance Plan is an ERISA plan and a proper defendant
22 pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

23 123. Pomona Valley Hospital is informed and believes that Defendant
24 Medtronic, Inc. is a Minnesota corporation with its corporate headquarters located in
25 Minneapolis, Minnesota. Pomona Valley Hospital is informed and believes that
26 Medtronic, Inc. is a plan sponsor and plan administrator for the Medtronic, Inc.
27 Group Insurance Plan.

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1 124. Pomona Valley Hospital is informed and believes that Defendant Sid
2 Tool Co., Inc. Benefit Plan is an ERISA plan and a proper defendant pursuant to
3 ERISA § 502(d), 29 U.S.C. § 1132(d).

4 125. Pomona Valley Hospital is informed and believes that MSC Industrial
5 Direct Co., Inc. is a New York corporation with its corporate headquarters located in
6 Melville, New York. Pomona Valley Hospital is informed and believes that MSC
7 Industrial Direct Co., Inc. is a plan sponsor and plan administrator for the Sid Tool
8 Co., Inc. Benefit Plan.

9 126. Pomona Valley Hospital is informed and believes that Defendant
10 National Elevator Industry Health Benefit Plan is an ERISA plan and a proper
11 defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

12 127. Pomona Valley Hospital is informed and believes that Defendant
13 National Elevator Industry Health Benefit Plan Board of Trustees is an
14 administrative unit of, and designated plan administrator for, the National Elevator
15 Industry Health Benefit Plan.

16 128. Pomona Valley Hospital is informed and believes that Defendant
17 Nestle Health and Welfare Plan is an ERISA plan and a proper defendant pursuant
18 to ERISA § 502(d), 29 U.S.C. § 1132(d).

19 129. Pomona Valley Hospital is informed and believes that Defendant
20 Nestle USA, Inc. is a Delaware corporation with its corporate headquarters located
21 in Glendale, California. Pomona Valley Hospital is informed and believes that
22 Nestle USA, Inc. is a plan sponsor and plan administrator for the Nestle Health and
23 Welfare Plan.

24 130. Pomona Valley Hospital is informed and believes that Defendant
25 Northrop Grumman Health Plan is an ERISA plan and a proper defendant pursuant
26 to ERISA § 502(d), 29 U.S.C. § 1132(d).

27 131. Pomona Valley Hospital is informed and believes that Defendant
28 Northrop Grumman Corporation is a Delaware corporation with its corporate

1 headquarters located in Charlotte, North Carolina. Pomona Valley Hospital is
2 informed and believes that Northrop Grumman Corporation is a plan sponsor and
3 plan administrator for the Northrop Grumman Health Plan.

4 132. Pomona Valley Hospital is informed and believes that Defendant
5 Employee Welfare Benefits Committee, Northrop Grumman Corporation is an
6 administrative unit of Northrop Grumman Corporation, and designated plan
7 administrator for, the Northrop Grumman Health Plan.

8 133. Pomona Valley Hospital is informed and believes that Defendant
9 Oldcastle, Inc. Health and Welfare is an ERISA plan and a proper defendant
10 pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

11 134. Pomona Valley Hospital is informed and believes that Defendant
12 Oldcastle, Inc. is a Delaware corporation with its corporate headquarters located in
13 Atlanta, Georgia. Pomona Valley Hospital is informed and believes that Oldcastle,
14 Inc. is a plan sponsor and plan administrator for Oldcastle, Inc. Health and Welfare.

15 135. Pomona Valley Hospital is informed and believes that Defendant
16 Operating Engineers Health and Welfare Fund is a trust fund organized and existing
17 under the laws of California, with its headquarters located in Pasadena, California.

18 136. Pomona Valley Hospital is informed and believes that Defendant Joint
19 Board of Trustees of Operating Engineers Health and Welfare Fund is an
20 administrative unit of, and designated plan administrator for, the Operating
21 Engineers Health and Welfare Fund.

22 137. Pomona Valley Hospital is informed and believes that Defendant
23 Operating Engineers Local 501 Security Fund is an ERISA plan and a proper
24 defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

25 138. Pomona Valley Hospital is informed and believes that Defendant
26 Management Applied Programming, Inc. is a corporation with its corporate
27 headquarters located in City of Industry, California. Pomona Valley Hospital is
28

1 informed and believes that Management Applied Programming, Inc. is a plan
2 administrator for Operating Engineers Local 501 Security Fund.

3 139. Pomona Valley Hospital is informed and believes that Defendant
4 Owens-Illinois Hourly Employees Welfare Benefit Plan is an ERISA plan and a
5 proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

6 140. Pomona Valley Hospital is informed and believes that Defendant
7 Owens-Illinois, Inc. is a Delaware corporation with its corporate headquarters
8 located in Perrysburg, Ohio. Pomona Valley Hospital is informed and believes that
9 Owens-Illinois, Inc. is a plan sponsor and plan administrator for Owens-Illinois
10 Hourly Employees Welfare Benefit Plan.

11 141. Pomona Valley Hospital is informed and believes that the Defendant
12 Owens-Illinois Employee Benefits Committee is an administrative unit of Owens-
13 Illinois, Inc., and is a plan sponsor and plan administrator for Owens-Illinois Hourly
14 Employees Welfare Benefit Plan.

15 142. Pomona Valley Hospital is informed and believes that Defendant Pactiv
16 Corporation Master Health & Welfare Plan is an ERISA plan and a proper
17 defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

18 143. Pomona Valley Hospital is informed and believes that Defendant Pactiv
19 Corporation is a Delaware corporation with its corporate headquarters located in
20 Lake Forrest, Illinois. Pomona Valley Hospital is informed and believes that Pactiv
21 Corporation is a plan sponsor and plan administrator for the Pactiv Corporation
22 Master Health & Welfare Plan.

23 144. Pomona Valley Hospital is informed and believes that Defendant
24 Panera, LLC Welfare Benefit Plan is an ERISA plan and a proper defendant
25 pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

26 145. Pomona Valley Hospital is informed and believes that Defendant
27 Panera, LLC is the plan sponsor and plan administrator for Panera, LLC Welfare
28 Benefit Plan.

1 146. Pomona Valley Hospital is informed and believes that Defendant
2 PepsiCo Employee Health Care Program is an ERISA plan and a proper defendant
3 pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

4 147. Pomona Valley Hospital is informed and believes that Defendant
5 PepsiCo, Inc. is a Delaware corporation with its corporate headquarters located in
6 Purchase, New York. Pomona Valley Hospital is informed and believes that
7 Pepsico, Inc. is a plan sponsor and plan administrator for PepsiCo Employee Health
8 Care Program.

9 148. Pomona Valley Hospital is informed and believes that Defendant
10 PepsiCo Administration Committee is an administrative unit of, and designated plan
11 administrator for, Defendant PepsiCo Employee Health Care Program.

12 149. Pomona Valley Hospital is informed and believes that Defendant
13 PFGC, Inc. Employee Benefits Plan is an ERISA plan and a proper defendant
14 pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

15 150. Pomona Valley Hospital is informed and believes that Defendant
16 PFGC, Inc. is a Delaware corporation with its corporate headquarters located in
17 Richmond, Virginia. Pomona Valley Hospital is informed and believes that PFGC,
18 Inc. is a plan sponsor and plan administrator for PFGC, Inc. Employee Benefits
19 Plan.

20 151. Pomona Valley Hospital is informed and believes that Defendant Pier
21 1 Imports, Inc. Medical Plan is an ERISA plan and a proper defendant pursuant to
22 ERISA § 502(d), 29 U.S.C. § 1132(d).

23 152. Pomona Valley Hospital is informed and believes that Defendant Pier 1
24 Imports, Inc. is a Delaware corporation with its corporate headquarters located in
25 Forth Worth, Texas. Pomona Valley Hospital is informed and believes that Pier 1
26 Imports, Inc. is a plan sponsor and plan administrator for Pier 1 Imports, Inc.
27 Medical Plan. Group Insurance Plan.
28

153. Pomona Valley Hospital is informed and believes that Defendant Porsche Business Services, Inc. Comprehensive Welfare Benefit Plan is an ERISA plan and a proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

154. Pomona Valley Hospital is informed and believes that Defendant Porsche Business Services, Inc. is a Delaware corporation with its corporate headquarters located in Lisle, Illinois. Pomona Valley Hospital is informed and believes that Porsche Business Services, Inc. is a plan sponsor and plan administrator for Porsche Business Services, Inc. Comprehensive Welfare Benefit Plan.

155. Pomona Valley Hospital is informed and believes that Defendant Prime Healthcare Services, Inc. Welfare Benefits Plan is an ERISA plan and a proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

156. Pomona Valley Hospital is informed and believes that Defendant Prime Healthcare Services, Inc. is a Delaware corporation with its headquarters located in Ontario, California. Pomona Valley Hospital is informed and believes that Prime Healthcare Services, Inc. is a plan sponsor and plan administrator for Defendant Prime Healthcare Services, Inc. Welfare Benefits Plan.

157. Pomona Valley Hospital is informed and believes that Defendant Prospect Mortgage, LLC Comprehensive Health & Welfare Benefit Plan is an ERISA plan and a proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

158. Pomona Valley Hospital is informed and believes that Defendant Prospect Mortgage, LLC is a Delaware LLC with its headquarters located in Sherman Oaks, California. Pomona Valley Hospital is informed and believes that Prospect Mortgage, LLC is a plan sponsor and plan administrator for Prospect Mortgage, LLC Comprehensive Health & Welfare Benefit Plan.

1 159. Pomona Valley Hospital is informed and believes that Defendant Rent-
2 A-Center, Inc. Employee Welfare Benefits Plan is an ERISA plan and a proper
3 defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

4 160. Pomona Valley Hospital is informed and believes that Defendant Rent-
5 A-Center, Inc. is a Delaware corporation with its headquarters in Plano, Texas, and
6 is the designated plan administrator for Rent-A-Center, Inc. Employee Welfare
7 Benefits Plan.

8 161. Pomona Valley Hospital is informed and believes that Defendant
9 Robinson Helicopter Company Health Plan is an ERISA plan and a proper
10 defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

11 162. Pomona Valley Hospital is informed and believes that Defendant
12 Robinson Helicopter Company, Inc. is a California corporation with its corporate
13 headquarters located in Torrance, California. Pomona Valley Hospital is informed
14 and believes that Robinson Helicopter Company, Inc. is a plan sponsor and plan
15 administrator for Robinson Helicopter Company Health Plan.

16 163. Pomona Valley Hospital is informed and believes that Defendant Ross
17 Stores Benefit Program is an ERISA plan and a proper defendant pursuant to ERISA
18 § 502(d), 29 U.S.C. § 1132(d).

19 164. Pomona Valley Hospital is informed and believes that Defendant Ross
20 Stores, Inc. is a Delaware corporation with its corporate headquarters located in
21 Pleasanton, California. Pomona Valley Hospital is informed and believes that Ross
22 Stores, Inc. is a plan sponsor and plan administrator for Ross Stores Benefit
23 Program.

24 165. Pomona Valley Hospital is informed and believes that Defendant
25 Skechers Welfare Benefit Trust is an ERISA plan and a proper defendant pursuant
26 to ERISA § 502(d), 29 U.S.C. § 1132(d).

27 166. Pomona Valley Hospital is informed and believes that Defendant
28 Skechers USA, Inc. is a Delaware corporation with its corporate headquarters

1 located in Manhattan Beach, California. Pomona Valley Hospital is informed and
2 believes that Skechers USA, Inc. is a plan sponsor and plan administrator for
3 Skechers Welfare Benefit Trust.

4 167. Pomona Valley Hospital is informed and believes that Defendant
5 Sonoco Health and Group Benefits Plan is an ERISA plan and a proper defendant
6 pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

7 168. Pomona Valley Hospital is informed and believes that Defendant
8 Sonoco Products Company is a South Carolina corporation with its headquarters
9 located in Hartsville, South Carolina, and is the designated plan administrator for
10 Sonoco Health and Group Benefits Plan.

11 169. Pomona Valley Hospital is informed and believes that Defendant
12 Southern California Drug Benefit Fund is a trust organized and existing under the
13 laws of California, with its headquarters in Los Angeles, California.

14 170. Pomona Valley Hospital is informed and believes that Defendant Board
15 of Trustees, Southern California Drug Benefit Fund is an administrative unit of, and
16 designated plan administrator for, Southern California Drug Benefit Fund.

17 171. Pomona Valley Hospital is informed and believes that Defendant
18 Southern California Lumber Industry Welfare Fund is a trust fund duly organized
19 and existing under the laws of California, with its headquarters in City of Industry,
20 California.

21 172. Pomona Valley Hospital is informed and believes that Defendant Board
22 of Trustees, Southern California Lumber Industry Welfare Fund is an administrative
23 unit within, and designated plan administrator for, Southern California Lumber
24 Industry Welfare Fund.

25 173. Pomona Valley Hospital is informed and believes that Defendant
26 Southern California Painting & Drywall Industries Health and Welfare Trust Fund is
27 a trust duly organized and existing under the laws of California, with its
28 headquarters located in El Monte, California.

1 174. Pomona Valley Hospital is informed and believes that Defendant Board
2 of Trustees, Southern California Painting & Drywall Industries Health and Welfare
3 Trust Fund is an administrative unit with, and designated plan administrator for,
4 Southern California Painting & Drywall Industries Health and Welfare Trust Fund.

5 175. Pomona Valley Hospital is informed and believes that Defendant
6 Southwest Carpenters Health and Welfare Plan is an ERISA plan and a proper
7 defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

8 176. Pomona Valley Hospital is informed and believes that Defendant
9 Southwest Carpenters Health and Welfare Trust Board of Trustees is the designated
10 plan administrator for Southwest Carpenters Health and Welfare Plan.

11 177. Pomona Valley Hospital is informed and believes that Defendant The
12 State Farm Insurance Companies Group Health and Welfare Plan for United States
13 Employees is an ERISA plan and a proper defendant pursuant to ERISA § 502(d),
14 29 U.S.C. § 1132(d).

15 178. Pomona Valley Hospital is informed and believes that Defendant State
16 Farm Mutual Automobile Insurance Company is an Illinois corporation with its
17 corporate headquarters located in Bloomington, Illinois. Pomona Valley Hospital is
18 informed and believes that State Farm Mutual Automobile Insurance Company is a
19 plan sponsor and plan administrator for the State Farm Insurance Companies Group
20 Health and Welfare Plan for United States Employees. In addition, Pomona Valley
21 Hospital is informed and believes that State Farm Mutual Automobile Insurance
22 Company is the insurer for the Group Medical PPO Plan for United States Agents
23 and Employees of Agents.

24 179. Pomona Valley Hospital is informed and believes that Defendant State
25 Farm Welfare Benefit Administrative Committee is an administrative unit within
26 Defendant State Farm Mutual Automobile Insurance Company, and is a plan
27 administrator for Defendants the State Farm Insurance Companies Group Health and
28 Welfare Plan for United States Employees.

1 180. Pomona Valley Hospital is informed and believes that Defendant
2 Stepan Company Employee Welfare Benefit Plan is an ERISA plan and a proper
3 defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

4 181. Pomona Valley Hospital is informed and believes that Defendant
5 Stepan Company is a Delaware corporation with its corporate headquarters located
6 in Northfield, Illinois. Pomona Valley Hospital is informed and believes that Stepan
7 Company is a plan sponsor and plan administrator for Stepan Company Employee
8 Welfare Benefit Plan.

9 182. Pomona Valley Hospital is informed and believes that Defendant
10 Tarkett Enterprises Inc. Employee Benefit Plan is an ERISA plan and a proper
11 defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

12 183. Pomona Valley Hospital is informed and believes that Defendant
13 Tarkett Enterprises Inc. is a Delaware corporation with its corporate headquarters
14 located in Chagrin Falls, Ohio. Pomona Valley Hospital is informed and believes
15 that Tarkett Enterprises Inc. is a plan sponsor and plan administrator for Tarkett
16 Enterprises Inc. Employee Benefit Plan.

17 184. Pomona Valley Hospital is informed and believes that Defendant
18 Teamsters and Food Employers Security Trust Fund is an ERISA plan and a proper
19 defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

20 185. Pomona Valley Hospital is informed and believes that Defendant
21 Southwest Administrators, Inc. is a California corporation with its principal place of
22 business located in Alhambra, California, and is the plan administrator for
23 Teamsters and Food Employers Security Trust Fund.

24 186. Pomona Valley Hospital is informed and believes that Defendant
25 Temple-Inland Health & Welfare Benefits Wrap Plan is an ERISA plan and a proper
26 defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

27 187. Pomona Valley Hospital is informed and believes that Defendant TIN
28 Inc. d/b/a Temple-Inland is a Delaware corporation with its corporate headquarters

1 located in Austin, Texas. Pomona Valley Hospital is informed and believes that
2 TIN Inc. d/b/a Temple-Inland is a plan sponsor and plan administrator for Temple-
3 Inland Health & Welfare Benefits Wrap Plan.

4 188. Pomona Valley Hospital is informed and believes that Defendant
5 Temple-Inland Benefits Administration Committee is an administrative unit within
6 Defendant TIN Inc. d/b/a Temple-Inland, and is a plan administrator for Temple-
7 Inland Health & Welfare Benefits Wrap Plan.

8 189. Pomona Valley Hospital is informed and believes that Defendant Time
9 Warner Group Health Plan is an ERISA plan and a proper defendant pursuant to
10 ERISA § 502(d), 29 U.S.C. § 1132(d).

11 190. Pomona Valley Hospital is informed and believes that Defendant Time
12 Warner Inc. is a Delaware corporation with its corporate headquarters located in
13 New York, New York. Pomona Valley Hospital is informed and believes that Time
14 Warner Inc. is a plan sponsor and plan administrator for Time Warner Group Health
15 Plan.

16 191. Pomona Valley Hospital is informed and believes that Defendant
17 Administrative Committee of the Plan, Time Warner Group Health Plan is an
18 administrative unit within Defendant Time Warner Inc., and is a plan administrator
19 for Time Warner Group Health Plan.

20 192. Pomona Valley Hospital is informed and believes that Defendant
21 Travelers Trusteed Employee Benefit Plan is an ERISA plan and a proper defendant
22 pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

23 193. Pomona Valley Hospital is informed and believes that Defendant The
24 Travelers Companies, Inc. is a Minnesota corporation with its corporate
25 headquarters located in St. Paul, Minnesota. Pomona Valley Hospital is informed
26 and believes that Travelers Companies, Inc. is a plan sponsor and plan administrator
27 for Travelers Trusteed Employee Benefit Plan.

28

194. Pomona Valley Hospital is informed and believes that Defendant TreeHouse Foods, Inc. Health and Welfare Benefits Plan is an ERISA plan and a proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

195. Pomona Valley Hospital is informed and believes that Defendant TreeHouse Foods, Inc. is a Delaware corporation with its corporate headquarters located in St. Oak Brook, Illinois. Pomona Valley Hospital is informed and believes that Treehouse Foods, Inc. is a plan sponsor and plan administrator for The Treehouse Foods, Inc. Health and Welfare Plan.

196. Pomona Valley Hospital is informed and believes that Defendant Tri-West, Ltd. Employee Health Benefit Plan is an ERISA plan and a proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

197. Pomona Valley Hospital is informed and believes that Defendant Tri-West, Ltd. is a California corporation with its corporate headquarters located in St. Santa Fe Springs, California. Pomona Valley Hospital is informed and believes that Tri-West, Ltd. is a plan sponsor and plan administrator for Tri-West, Ltd. Employee Health Benefit Plan.

198. Pomona Valley Hospital is informed and believes that Defendant Tyco International Health and Welfare Benefits Plan is an ERISA plan and a proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

199. Pomona Valley Hospital is informed and believes that Defendant Tyco International Management Company, LLC is a New Jersey limited liability company with its corporate headquarters located in Princeton, New Jersey. Pomona Valley Hospital is informed and believes that Tyco International Management Company, LLC is a plan sponsor and plan administrator for Tyco International Health and Welfare Benefits Plan.

200. Pomona Valley Hospital is informed and believes that Defendant Tyson Foods, Inc. Group Health Plan is an ERISA plan and a proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

1 201. Pomona Valley Hospital is informed and believes that Defendant Tyson
2 Foods, Inc. is a Delaware corporation with its corporate headquarters located in
3 Springdale, Arkansas. Pomona Valley Hospital is informed and believes that Tyson
4 Foods, Inc. is a plan sponsor and plan administrator for Tyson Foods, Inc. Group
5 Health Plan.

6 202. Pomona Valley Hospital is informed and believes that Defendant
7 Southern California United Food & Commercial Workers Unions and Food
8 Employers Benefit Fund is an ERISA plan and a proper defendant pursuant to
9 ERISA § 502(d), 29 U.S.C. § 1132(d).

10 203. Pomona Valley Hospital is informed and believes that Defendant
11 Southern California United Food & Commercial Workers Unions and Food
12 Employers Joint Benefit Funds Administration, LLC is an LLC organized and
13 existing under the laws of California with its principal place of business located in
14 Cypress, California, and is the plan administrator for Southern California United
15 Food & Commercial Workers Unions and Food Employers Benefit Fund.

16 204. Pomona Valley Hospital is informed and believes that Defendant
17 Unified Grocers, Inc. Group Welfare Plan is an ERISA plan and a proper defendant
18 pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

19 205. Pomona Valley Hospital is informed and believes that Defendant
20 Unified Grocers, Inc. is a California corporation with its corporate headquarters
21 located in Commerce, California. Pomona Valley Hospital is informed and believes
22 that Unified Grocers, Inc. is a plan sponsor and plan administrator for Unified
23 Grocers, Inc. Group Welfare Plan.

24 206. Pomona Valley Hospital is informed and believes that Defendant
25 United Air Lines Employee Welfare Benefit Plan is an ERISA plan and a proper
26 defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

27 207. Pomona Valley Hospital is informed and believes that Defendant
28 United Air Lines, Inc. is a Delaware corporation with its corporate headquarters

1 located in Chicago, Illinois. Pomona Valley Hospital is informed and believes that
2 United Air Lines, Inc. is a plan sponsor and plan administrator for United Air Lines
3 Employee Welfare Benefit Plan.

4 208. Pomona Valley Hospital is informed and believes that Defendant
5 United Air Lines, Inc. Retirement and Welfare Administration Committee is an
6 administrative unit of United Air Lines, Inc., and is a plan sponsor and plan
7 administrator for United Air Lines Employee Welfare Benefit Plan.

8 209. Pomona Valley Hospital is informed and believes that Defendant
9 United Natural Foods Employee Benefit Plan is an ERISA plan and a proper
10 defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

11 210. Pomona Valley Hospital is informed and believes that Defendant
12 United Natural Foods, Inc. is a Delaware corporation with its corporate headquarters
13 located in Providence, Rhode Island. Pomona Valley Hospital is informed and
14 believes that United Natural Foods, Inc. is a plan sponsor and plan administrator for
15 United Natural Foods Employee Benefit Plan.

16 211. Pomona Valley Hospital is informed and believes that Defendant
17 United Technologies Corporation Group Health Care Plan is an ERISA plan and a
18 proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

19 212. Pomona Valley Hospital is informed and believes that Defendant
20 United Technologies Corporation is a Delaware corporation with its corporate
21 headquarters located in Hartford, Connecticut. Pomona Valley Hospital is informed
22 and believes that United Technologies Corporation is a plan sponsor and plan
23 administrator for United Technologies Corporation Group Health Care Plan.

24 213. Pomona Valley Hospital is informed and believes that Defendant UPS
25 Health & Welfare Package Select is an ERISA plan and a proper defendant pursuant
26 to ERISA § 502(d), 29 U.S.C. § 1132(d).

27 214. Pomona Valley Hospital is informed and believes that Defendant
28 United Parcel Service of America, Inc. is a Delaware corporation with its corporate

headquarters located in Atlanta, Georgia. Pomona Valley Hospital is informed and believes that United Parcel Service of America, Inc. is a plan sponsor and plan administrator for UPS Health & Welfare Package Select.

215. Pomona Valley Hospital is informed and believes that Defendant U.S. Bank Comprehensive Welfare Benefit Plan is an ERISA plan and a proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

216. Pomona Valley Hospital is informed and believes that Defendant U.S. Bancorp is a Delaware corporation with its corporate headquarters located in Robbinsdale, Minnesota. Pomona Valley Hospital is informed and believes that U.S. Bancorp is a plan sponsor and plan administrator for U.S. Bank Comprehensive Welfare Benefit Plan.

217. Pomona Valley Hospital is informed and believes that Defendant Verizon Wireless Health and Welfare Benefits Plan is an ERISA plan and a proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

218. Pomona Valley Hospital is informed and believes that Defendant Cellco Partnership is a Delaware partnership with its headquarters located in New York, New York. Pomona Valley Hospital is informed and believes that Cellco Partnership is a plan sponsor and plan administrator for Verizon Wireless Health and Welfare Benefits Plan.

219. Pomona Valley Hospital is informed and believes that Defendant Vertis Health and Welfare Plan is an ERISA plan and a proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

220. Pomona Valley Hospital is informed and believes that Defendant Vertis, Inc. is a Delaware corporation with its corporate headquarters located in Baltimore, Maryland. Pomona Valley Hospital is informed and believes that Vertis, Inc. is a plan sponsor and plan administrator for Vertis Health and Welfare Plan.

1 221. Pomona Valley Hospital is informed and believes that Defendant Wal-
2 Mart Stores, Inc. Associates Health & Welfare Plan is an ERISA plan and a proper
3 defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

4 222. Pomona Valley Hospital is informed and believes that Defendant Wal-
5 Mart Stores, Inc. is a Delaware corporation with its corporate headquarters located
6 in Bentonville, Arkansas. Pomona Valley Hospital is informed and believes that
7 Wal-Mart Stores, Inc. is a plan sponsor and plan administrator for Wal-Mart Stores,
8 Inc. Associates Health & Welfare Plan.

9 223. Pomona Valley Hospital is informed and believes that Defendant
10 Administrative Committee, Wal-Mart Stores, Inc. Associates Health & Welfare Plan
11 is an administrative unit of, and plan administrator for Wal-Mart Stores, Inc.
12 Associates Health & Welfare Plan.

13 224. Pomona Valley Hospital is informed and believes that Defendant
14 Werner Enterprises, Inc. Group Insurance Plan is an ERISA plan and a proper
15 defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

16 225. Pomona Valley Hospital is informed and believes that Defendant
17 Werner Enterprises, Inc. is a Nebraska corporation with its corporate headquarters
18 located in Omaha, Nebraska. Pomona Valley Hospital is informed and believes that
19 Werner Enterprises, Inc. is a plan sponsor and plan administrator for Werner
20 Enterprises, Inc. Group Insurance Plan.

21 226. Pomona Valley Hospital is informed and believes that Defendant
22 Western Growers Assurance Trust is a trust organized and existing under the laws of
23 California, with its headquarters located in Irvine, California.

24 227. Pomona Valley Hospital is informed and believes that Defendant
25 Trustees of the Western Growers Assurance Trust is an administrative unit of, and
26 plan administrator for, Western Growers Assurance Trust.

27
28

228. Pomona Valley Hospital is informed and believes that Defendant Western Teamsters Welfare Trust is a trust organized and existing under the laws of Washington, with its headquarters in Seattle, Washington.

229. Pomona Valley Hospital is informed and believes that Defendant Board of Trustees, Western Teamsters Welfare Trust, is an administrative unit of, and plan administrator for, Western Teamsters Welfare Trust.

230. Pomona Valley Hospital is informed and believes that Defendant WinCo Foods, Inc., Medical Reimbursement Plan is an ERISA plan and a proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

231. Pomona Valley Hospital is informed and believes that Defendant WinCo Holdings, Inc. is an Idaho corporation with its corporate headquarters located in Boise, Idaho. Pomona Valley Hospital is informed and believes that Winco Holdings, Inc. is a plan sponsor and plan administrator for WinCo Foods, Inc., Medical Reimbursement Plan.

232. Pomona Valley Hospital is informed and believes that Defendant Xerox Medical Care Plan is an ERISA plan and a proper defendant pursuant to ERISA § 502(d), 29 U.S.C. § 1132(d).

233. Pomona Valley Hospital is informed and believes that Defendant Xerox Corporation is a Delaware corporation with its corporate headquarters located in Norwalk, Connecticut. Pomona Valley Hospital is informed and believes that Xerox Corporation is a plan sponsor and plan administrator for Xerox Medical Care Plan.

234. DOES 6 through 10 are self-insured plans and other entities financially liable for health care services provided to their members at Pomona Valley Hospital. Pomona Valley Hospital does not know the true names or capacities, whether individual, corporate, associate, or otherwise, of defendant DOES 6 through 10, and therefore designates those defendants by such fictitious names. Each of the defendants sued herein as a DOE is legally responsible in some manner for the

1 events and happenings referred to and proximately caused the injuries suffered by
2 plaintiff. Pomona Valley Hospital will amend this complaint to allege the true
3 names and capacities of these DOES when the same becomes known to Pomona
4 Valley Hospital.

5 235. The defendants described in Paragraphs 36 through 234 are collectively
6 referred to herein as the "Self-Insured Defendants."

7 **III.**

8 **AGENCY**

9 236. Pomona Valley Hospital is informed and believes that BCC and BC
10 Life are the agents of each other, and of the Blue Card Defendants, the Self-Insured
11 Defendants, and DOES 1 through 10, and have actual or ostensible authority, to act
12 on each others' behalf, and on behalf of the Blue Card Defendants and the Self-
13 Insured Defendants, and DOES 1 through 10 for: (a) certifying or authorizing
14 Pomona Valley Hospital's provision of services to members; (b) receiving Pomona
15 Valley Hospital's claims; (c) pricing the claims; (d) processing and administering
16 the claims and appeals; (e) approving or denying the claims; (f) deciding not to
17 transfer the members to in-network hospitals for post-stabilization services;
18 (g) authorizing Pomona Valley Hospital to provide post-stabilization services to
19 Defendants' members; (h) directing whether and how to pay the claims; (i) issuing
20 remittance advices and explanations of benefits; (j) communicating with Pomona
21 Valley Hospital regarding the claims and services; (k) communicating with
22 members regarding the claims and services; (l) providing utilization management
23 services; and (m) in many instances issuing payment. With respect to every claim at
24 issue in this case, regardless of whether the claim is the responsibility of Blue Cross,
25 the Blue Card Defendants, or the Self-Insured Defendants, Pomona Valley Hospital
26 dealt directly with BCC and BC Life as an indistinguishable entity. Pomona Valley
27 Hospital submitted reimbursement claims to BCC and BC Life, communicated
28

1 about the claims with BCC and BC Life, and received payments from BCC and BC
2 Life.

3 237. Pomona Valley Hospital is informed and believes that the Blue Card
4 Defendants are agents for certain Self-Insured Defendants, and have actual or
5 ostensible authority to act on the Self-Insured Defendants' behalf for: (a) certifying
6 or authorizing Pomona Valley Hospital's provision of services to members;
7 (b) receiving Pomona Valley Hospital's claims; (c) pricing the claims;
8 (d) processing and administering the claims and appeals; (e) approving or denying
9 the claims; (f) deciding not to transfer the members to in-network hospitals for post-
10 stabilization services; (g) authorizing Pomona Valley Hospital to provide post-
11 stabilization services to Defendants' members; (h) directing whether and how to pay
12 the claims; (i) issuing remittance advices and explanations of benefits;
13 (j) communicating with Pomona Valley Hospital regarding the claims and services;
14 (k) communicating with members regarding the claims and services; (l) providing
15 utilization management services; and (m) in many instances issuing payment.

16 238. Pomona Valley Hospital is informed and believes that, as the appointed
17 agents of the Blue Card Defendants and the Self-Insured Defendants, BCC and BC
18 Life are in possession of all facts, information and data concerning and related to the
19 authorization, processing, pricing and payment of all claims submitted by Pomona
20 Valley Hospital to the aforementioned Defendants.

21 IV.

22 ASSIGNMENT AND STANDING

23 239. As a condition of admission, each patient at Pomona Valley Hospital
24 signs a Conditions of Admission form agreeing to, *inter alia*, assign his or her health
25 insurance benefits to Pomona Valley Hospital. Each assignment of benefits
26 provides for Pomona Valley Hospital to be paid directly for the services provided to
27 the patient.
28

1 240. Pomona Valley Hospital received an assignment of benefits for every
2 claim at issue in this litigation. Pomona Valley Hospital maintains each patient's
3 assignment of benefits in the patient's hospital records. Pomona Valley Hospital's
4 Assignment of Insurance Benefits reads as follows:

5 The undersigned authorizes, whether he/she signs as agent
6 or as patient, direct payment to the hospital of any
7 insurance benefits otherwise payable to or on behalf of the
8 patient for this hospitalization or for these outpatient
9 services, including emergency services if rendered, at a
10 rate not to exceed the hospital's actual charges. It is
11 agreed that payment to the hospital pursuant to this
authorization by an insurance company shall discharge
said insurance company and all obligation under a policy
to the extent of such payment. It is understood by the
undersigned that he/she is financially responsible for
charges not paid pursuant to this assignment.

12 241. Upon discharge of each patient, Pomona Valley Hospital's
13 computerized billing system generates an itemized list of services and products used
14 to deliver care to the patient. From this list, Pomona Valley Hospital generates a
15 standardized bill on the national industry standard UB-04 form used to bill insurance
16 payors. Blue Cross, the Blue Card Defendants and the Self-Insured Defendants
17 were each individually notified of their respective patients' assignments of benefits
18 directly on each UB-04 bill they received from Pomona Valley Hospital in
19 connection with each claim at issue in this case.

20 242. Pomona Valley Hospital has standing to pursue the claims at issue in
21 this Complaint as an assignee of its patients' benefits under health benefit plans
22 governed by ERISA.

23 V.

24 ALLEGATIONS COMMON TO ALL CLAIMS

25 243. It is standard practice in the health care industry that when a hospital,
26 such as Pomona Valley Hospital, enters into a written contract with a health plan,
27 such as BCC and BC Life, the hospital agrees to accept reimbursement that is
28 discounted from the hospital's billed charges in exchange for the benefits of being a

1 “contracted provider” (*i.e.*, a provider with a written contract with the plan). These
2 benefits include an increased volume of business because the health plan provides
3 financial and other incentives for its members to receive their medical care at the
4 contracted provider, advertises that the provider is “in-network,” and allows
5 members to pay lower co-payments and deductibles to use the contracted provider
6 for their non-emergency services.

7 244. Another benefit to the health plans of these written agreements is that
8 the hospitals agree not to bill the health plans’ members for contracted services,
9 except for co-payments and deductibles.

10 245. Conversely, when a hospital, such as Pomona Valley Hospital, does not
11 have a written contract with a health plan, the hospital receives less business from
12 the plan, as the health plan discourages its members from receiving their non-
13 emergency care at the out-of-network provider. As a result, the non-contracted
14 hospital has no obligation to reduce its charges or offer a discount, and is entitled to
15 receive payment based on its charges for the services rendered. The health plan is
16 not entitled to a discount from the hospital’s total billed charges because it is not
17 providing the hospital with the benefits of an increased patient volume that results
18 from being an in-network provider.

19 246. In recent years, Blue Cross’ contracts have demanded such low rates
20 and have become so onerous and one-sided in favor of Blue Cross, that many
21 hospitals, like Pomona Valley Hospital, have determined that they cannot afford to
22 enter into such contracts with Blue Cross. As a result, a growing number of
23 hospitals have become “non-contracted” or “out-of-network” with Blue Cross.

24 247. In these non-contracted situations, Blue Cross has drastically underpaid
25 hospitals for the medically necessary services they have provided to the members of
26 Blue Cross and other payors, including the Blue Card Defendants and Self-Insured
27 Defendants, who have contracted with Blue Cross to price and administer their
28 healthcare claims. Blue Cross has used flawed methodologies to unilaterally

1 determine what amounts hospitals should charge for their services. These flawed
2 methodologies fail to comply with the provisions of members' insurance contracts,
3 ERISA plans, Summary Plan Descriptions ("SPDs"), or Evidences of Coverage
4 ("EOCs") for calculating payments to non-contracted hospitals, do not comply with
5 legal standards and generally accepted industry standards for calculating payments
6 to non-contracted hospitals, and result in payments which are not reasonable and do
7 not adequately reimburse non-contracted hospitals for the medically necessary
8 services they provide to Defendants' members. Instead, these flawed methodologies
9 unfairly and illegally shift the burden and expense of payment for emergency and
10 post-stabilization healthcare services to patients, and force non-contracted hospitals
11 to balance bill their patients for sums which are legally owed by Defendants.

12 The Provider Agreement

13 248. From February 15, 2005 to August 15, 2008, Pomona Valley Hospital
14 had a written contract with BCC pursuant to which Pomona Valley Hospital
15 provided inpatient and outpatient medical services to members of BCC and its
16 affiliates, including the Blue Card Defendants and the Self-Insured Defendants (the
17 "Provider Agreement"). Pomona Valley Hospital provided such services to BCC
18 and the other Defendants at the negotiated rates set forth in Provider Agreement in
19 exchange for the increased volume of patients Pomona Valley Hospital received as a
20 Blue Cross "in-network" provider.

21 249. The discounted rates included per diem rates, case rates and percentage
22 of charges rates for various types of services provided by Pomona Valley Hospital.
23 The initial term of the Provider Agreement was for three years. Anticipating that
24 the parties may not be able to negotiate new discounted per diem and case rates, at
25 the conclusion of the initial term, Pomona Valley Hospital and Blue Cross agreed to
26 discounted rates based upon a percentage of charges following termination of the
27 Provider Agreement:
28

If this Agreement is terminated, HOSPITAL shall continue to provide and be compensated for Hospital Services provided to Members who are hospital inpatients on the date of termination under the terms of this Agreement until those members are discharged or can safely be transferred to another facility. For all other patients, HOSPITAL shall have the right to bill and collect for Hospital Services provided after the effective date of termination at [REDACTED] percent (XX%)¹ of HOSPITAL'S Covered Billed Charges or [REDACTED] (XX%) of HOSPITAL'S Covered Billed Charges for out of state Blue Cross/Blue Shield Members with fee-for-service or indemnity type coverage, in accordance with the Member's Benefit Agreement.

250. Pomona Valley Hospital agreed to this provision so that Blue Cross and the other Defendants who accessed the contract would not have to pay Pomona Valley Hospital's claims based upon its full-billed charges (as long as this provision was in effect).

251. Because the parties intended that this Discounted Post-Termination Rate remain in effect unless or until a new agreement was entered into, the parties purposefully did not include a termination date for the Discounted Post-Termination Rate, and no methodology was included to terminate this rate or provision.

252. BCC entered into the Provider Agreement on behalf of, and for the benefit for, the Blue Card Defendants and the Self-Insured Defendants. Indeed, under the terms of the Provider Agreement, Blue Cross could – and, on information and belief, did – “contract with Other Payors wishing to utilize the services of the Managed Care Network, *incorporating the terms and conditions of this Agreement.*” The Other Payors – defined by the Provider Agreement to include “without limitation, other Blue Cross and/or Blue Shield Plans, self-administered or self-funded programs providing health care benefits, or employers or insurers” – each sought and accepted the benefits of the Provider Agreement by accessing the

¹ These rates are redacted to preserve their confidentiality.

1 Hospital as an in-network provider and paying discounted in-network rates. The
2 Provider Agreement also specifically stated that Pomona Valley Hospital had the
3 right to collect at XX% of charges for services rendered to members of the Blue
4 Card Defendants.

5 253. By accepting the benefits of the Provider Agreement, all Defendants –
6 including the Blue Card Defendants and Self-Insured Defendants, became bound by
7 its terms. *See* Cal. Civ. Code § 1589 (“A voluntary acceptance of the benefit of a
8 transaction is equivalent to a consent to all the obligations arising from it”);
9 Cal. Civ. Code § 3251 (“He who takes the benefit must bear the burden.”).
10 Moreover, to the extent that the Blue Card Defendants or Self-Insured Defendants
11 contend they were not obligated to pay the Discounted Post-Terminated Rates for
12 claims through August 15, 2009, they were and are legally obligated to pay “usual,
13 customary and reasonable” (“UCR”) rates, which are higher than the Discounted
14 Post-Termination Rates.

15 **Blue Cross’ Failure To Offer Pomona Valley Hospital Fair**
16 **And Reasonable Rates**

17 254. Near the end of the term of the Provider Agreement, Pomona Valley
18 Hospital attempted to negotiate new rates with BCC. As it has done with other
19 hospitals in California, however, BCC would not offer Pomona Valley Hospital fair
20 or reasonable rates or terms for a new contract.

21 255. Health and Safety Code section 1367(h) provides that “contracts with
22 providers, and other persons furnishing services, equipment, or facilities to or in
23 connection with the plan, shall be fair, reasonable, and consistent with the objectives
24 of this chapter.”

25 256. Insurance Code section 10133.5 provides that, “to ensure that insureds
26 have the opportunity to access needed health care services in a timely manner,”
27 health plan contracts must not be “inconsistent with standards of good health care
28 and clinically appropriate care,” and that “[a]ll contracts, including contracts with

1 providers and other persons furnishing services, or facilities shall be fair and
2 reasonable.”

3 257. Rather than offering fair and reasonable rates to Pomona Valley
4 Hospital, BCC would only agree to extremely low rates which were “inconsistent
5 with standards of good health care and clinically appropriate care.” Pomona Valley
6 Hospital could not afford to accept such low rates and provide good quality health
7 care to its patients.

8 258. As a result, the Provider Agreement terminated effective August 15,
9 2008, and the Discounted Post-Termination Rate provision became effective.

10 259. Following the termination of the Provider Agreement, the Defendants
11 initially paid some, but not all, claims at the Discounted Post-Termination Rates set
12 forth in Paragraph 12.3 of the Provider Agreement.

13 260. On February 27, 2009, BCC wrote a letter to Pomona Valley Hospital
14 in which it stated that it would no longer honor its agreement to reimburse Pomona
15 Valley Hospital at the Discounted Post-Termination Rates set forth in paragraph
16 12.3 of the Provider Agreement, except for Continuity of Care services and neonatal
17 intensive care unit (“NICU”) services provided pursuant to the DMHC’s August 14,
18 2008 Conditional Order,² effective April 1, 2009.

19 261. Pomona Valley Hospital responded to Blue Cross’ letter, stating that
20 BCC’s unilateral modification of the Provider Agreement was inappropriate and a
21 breach of the Provider Agreement.

22 262. BCC had no right to unilaterally modify the parties’ agreement for
23 payment of the Discounted Post-Termination Rates agreement, and breached the
24 Provider Agreement by refusing to continue to pay Pomona Valley Hospital the

25 _____
26 ² The DMHC’s August 14, 2008 Conditional Order, conditionally approved the
27 termination of Pomona Valley Hospital Medical Center from Blue Cross’ provider
28 network.

1 Discounted Post-Termination Rates set forth in paragraph 12.3 of the Provider
2 Agreement.

3 263. Indeed, following trial on October 31, 2011 and November 1, 2011, the
4 Honorable Elizabeth White, Superior Court, County of Los Angeles, ruled that the
5 Discounted Post-Termination Rates applied for services rendered through August
6 15, 2009.

7 264. The purpose of the Discounted Post-Termination Rate Provision was to
8 give Defendants a discount off Pomona Valley Hospital's full-billed charges.
9 Without the benefit of contract rates or the Discounted Post-Termination Rates
10 provided in the Provider Agreement, Blue Cross is required to pay Pomona Valley
11 Hospital's claims based on its full-billed charges for medical services provided to its
12 members.

13 265. Rather than paying Pomona Valley Hospital's claims based on its full-
14 billed charges from April 1, 2009 through August 15, 2009, Blue Cross instead
15 underpaid Pomona Valley Hospital's claims by erroneously applying a flawed,
16 secret and legally inappropriate UCR analysis to many of the claims.

17 266. Blue Cross' systems for paying out-of-network claims are flawed. Blue
18 Cross improperly manipulates the data in its systems to calculate incorrect and
19 inappropriately low reimbursement amounts for non-contracted hospital claims, and
20 Blue Cross' systems and methods for calculating the rates for non-contracted
21 providers violates the provisions of the members' insurance policies, ERISA and
22 other states' and California law.

23 267. After the termination of the Provider Agreement, the volume of
24 business that Pomona Valley Hospital received from Blue Cross and Defendants'
25 members and insureds substantially declined because Blue Cross no longer
26 identified Pomona Valley Hospital as "in-network," and discouraged their members
27 from coming to Pomona Valley Hospital for health services by Defendants.
28

268. Pomona Valley Hospital, however, continued to provide medically necessary emergency and non-emergency health care to patients with valid insurance policies with one or more of the Defendants. In the case of emergency medical services, Pomona Valley Hospital was legally obligated to provide such services in accordance with state and federal law. On behalf of itself, or as the appointed agent of a Blue Card Defendant or a Self-Insured Defendant, BCC and BC Life authorized Pomona Valley Hospital to provide the non-emergency services rendered to Defendants' members.

Blue Cross' Central Role in Underpaying Pomona Valley Hospital's Claims

269. Blue Cross is by far the largest private health insurer in California and is one of the largest health insurers in the country. As such, each year BCC and BC Life issue thousands of health insurance policies and process millions of claims submitted by out-of-network providers for services provided to their members. To facilitate access to care in California, BCC and BC Life contract with the Blue Card Defendants, who provide health benefits in their home states, in order to provide claim pricing and other administrative services for those entities' health plans. BCC and BC Life also contract with the Self-Insured Defendants to provide claim pricing and other administrative services for those entities' health plans. On information and belief, these contracts are structured such that Blue Cross is incentivized to keep benefit costs to the funding entity low.

270. People who receive their health insurance through a private employment based benefit plan are typically participants or beneficiaries of plans governed by the federal Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. § 1001 *et seq.* Sometimes the ERISA plans are fully insured by health insurers such as BCC, BC Life and the Blue Card Defendants. Sometimes the plan is self-funded like the Self-Insured Defendants, in which case the plan is financially responsible for the claims arising from that plan.

271. When an ERISA plan is fully insured by BCC, BC Life or one of the Blue Card Defendants, the insurer (BCC, BC Life or a Blue Card Defendant) is not only responsible for administering claims brought under the plan, but is also financially responsible to pay claims associated with the plan.

Blue Card Network

272. On information and belief, the Blue Cross Blue Shield Association ("BCBSA") is the trade association for 39 independent, locally operated Blue Cross Blue Shield companies. The Blue Card Defendants are members of BCBSA.

273. Pomona Valley Hospital is informed and believes that "Blue Card" is a national program that enables members of one BCBSA member company to obtain healthcare services while traveling or living in another BCBSA member company's service area. The Blue Card program links healthcare providers with the BCBSA member companies across the country and in more than 200 countries and territories worldwide, through a single electronic network for claims processing and reimbursement. On information and belief, Blue Cross and each of the Blue Card Defendants participates in the Blue Card program.

274. In every instance, Pomona Valley Hospital obtained the consent of the Blue Card Defendants' members to whom it provided medical services to be paid directly for such services from the applicable Blue Card Defendant. As is standard practice in the industry, Pomona Valley Hospital obtained such consents in the form of assignments of benefits from the Blue Card Defendants' members.

275. On information and belief, the insurance cards that that Blue Card Defendants issued to enrollees instruct providers to communicate with and submit claims directly to their local Blue Cross Blue Shield plan, in this case BCC and BC Life. Pomona Valley Hospital has complied with these instructions by submitting claims directly to BCC and BC Life.

Blue Cross Controls the Decision Whether to Honor or Deny Claims

276. Pomona Valley Hospital is informed and believes that Blue Cross is the ERISA fiduciary for the ERISA claims at issue in this Complaint, or is otherwise a proper ERISA defendant because it “effectively controlled the decision whether to honor or to deny a claim” *Cyr v. Reliance Life Ins. Co.*, 642 F.3d 1202, 1204 (9th Cir. 2011).

277. Pomona Valley Hospital is further informed and believes that with respect to the claims at issue herein, Blue Cross served as the hub for a common scheme to underpay claims to Pomona Valley Hospital. On information and belief, in most cases Blue Cross performed all key plan functions on behalf of the Self-Insured Defendants and the Blue Card Defendants, and is therefore a proper defendant with respect to those claims, as well as additional self-funded ERISA plans that have not been named as defendants in this Complaint.

278. With respect to the self-insured ERISA plans at issue herein, the self-insured plan enters into an “administrative service agreement” (“ASA”) with Blue Cross or one of the Blue Card Defendants, to perform administrative and other key responsibilities, such as (a) certifying or authorizing Pomona Valley Hospital’s provision of services to members; (b) receiving Pomona Valley Hospital’s claims; (c) pricing the claims; (d) processing and administering the claims and appeals; (e) approving or denying the claims; (f) deciding not to transfer the members to in-network hospitals for post-stabilization services; (g) authorizing Pomona Valley Hospital to provide post-stabilization services to Defendants’ members; (h) directing whether and how to pay the claims; (i) issuing remittance advices and explanations of benefits; (j) communicating with Pomona Valley Hospital regarding the claims and services; (k) communicating with members regarding the claims and services; (l) providing utilization management services; and (m) in many instances issuing payment. On information and belief, these ASAs are structured such that Blue Cross and the Blue Card Defendants have a financial incentive to keep benefit costs to the funding entity low.

1 279. On information and belief, Blue Cross and the Blue Card Defendants
2 function as an ERISA plan administrator with respect to those claims upon which
3 they have exercised delegated authority to provide plan documents to participants
4 and beneficiaries, receive benefit claims, evaluate and process those claims, review
5 the terms of the plan, make initial benefit determinations, make and administer
6 benefit payments, handle appeals of benefit determinations, and serve as the primary
7 point of contact for members and providers to communicate regarding benefits and
8 benefit determinations. In carrying out these ERISA plan administrator functions,
9 Blue Cross and the Blue Card Defendants possess authority and fiduciary discretion
10 to manage and administer the Self-Insured Defendants' ERISA plans.

11 280. Moreover, to the extent any of the ASAs provide that Blue Cross or a
12 Blue Card Defendant are not an ERISA fiduciary, or have no authority or fiduciary
13 discretion to manage and administer the Self-Insured Defendants' ERISA plans,
14 then any decisions made by Blue Cross or the Blue Card Defendant with respect to
15 pricing or interpretation of benefits under the applicable plan is entitled to no
16 deference whatsoever. Indeed, Pomona Valley Hospital is informed and believes
17 that certain ASAs specifically state that Blue Cross has no obligation or
18 responsibility for the plan's compliance with ERISA. To the extent Blue Cross is
19 not a plan fiduciary – and lacks discretionary authority – then the applicable Self-
20 Insured Defendants have wholly abdicated their responsibility to exercise discretion
21 under the plan and to ensure that Blue Cross' UCR methodology complies with
22 controlling plan language.

23 281. However, regardless of whether the Self-Insured Defendants intended
24 for Blue Cross and the Blue Card Defendants to act as plan administrators or to
25 assume fiduciary functions – and regardless of the terms of any ASA – Blue Cross
26 effectively controls the decision whether to honor or deny claims under the ERISA
27 plans and is therefore a proper ERISA defendant. Indeed, on information and belief,
28 in most instances the Self-Insured Defendants and the Blue Card Defendants have

1 little or no involvement in claims administration or pricing, and defer entirely to
2 Blue Cross.

3 282. For instance, on information and belief, as set forth in detail below,
4 Blue Cross:

- 5 a. drafts and provides plan member with plan documents;
- 6 b. operates a centralized verification and authorization telephone
7 number which handles calls for members of the Self-Insured
8 Defendants, the Blue Card Defendants, and additional self-
9 funded ERISA plans that have not been named as defendants in
10 this Complaint;
- 11 c. receives and processes electronic bills from Pomona Valley
12 Hospital for claims for members of the Self-Insured Defendants,
13 the Blue Card Defendants, and additional self-funded ERISA
14 plans that are not named as defendants in this Complaint;
- 15 d. communicates with Pomona Valley Hospital on behalf of the
16 other Defendants (and additional self-insured plans that are not
17 named as defendants) regarding authorization of post-
18 stabilization services, and as set forth in detail below, commonly
19 authorizes such post-stabilization services;
- 20 e. issues remittance advices and EOBs;
- 21 f. prices claims for the other Defendants (and additional self-
22 insured plans) by means of its flawed Anthem Blue Cross (ABC)
23 database;
- 24 g. communicates with Pomona Valley Hospital with respect to
25 pricing of claims for all Defendants (and additional self-insured
26 plans);
- 27 h. processes appeals, and sends appeal response letters regarding
28 use of the flawed Anthem Blue Cross (ABC) database; and

i. in many instances, issues payment.

The Flawed Anthem Blue Cross (ABC) Database

283. For many claims, Blue Cross has represented that, on behalf of the other Defendants, it uses an internal database of claims known as the “Anthem Blue Cross (ABC) database” to calculate a “customary and reasonable” reimbursement rate to the hospital. For other claims, Blue Cross has represented that it “implemented the use of Usual and Customary rates, based on the procedure and the geographic location.” And in other instances, Blue Cross and the other Defendants have failed altogether to explain the basis for underpaying claims.

284. The claims submitted by Pomona Valley Hospital to BCC and BC Life for pricing and payment were required to be paid at a rate that is referred to interchangeably in the industry and in the Defendants’ own ERISA plan documents as the “Usual, Customary and Reasonable” rate, the “Reasonable and Customary” amount, the “Usual and Customary” amount, the “Reasonable Charge,” the “Prevailing Rate,” the “Usual Fee,” the “Competitive Fee,” or some other similar phrase that, in the context of the health industry, means the same thing. The industry shorthand for these terms is “UCR.”

285. As explained in detail below, Pomona Valley Hospital is informed and believes that Blue Cross’ methodology and systems for determining UCR and paying out-of-network hospital claims are flawed, that Blue Cross improperly manipulates the data in its systems to calculate incorrect and inappropriately low amounts in paying hospital claims, and that Blue Cross’ systems and methods for calculating the UCR rates for non-contracted providers violates the members’ policies, ERISA, and other states’ and California law.

286. Pomona Valley Hospital is informed and believes that Defendants’ ERISA plans, SPDs or EOCs contain standards and definitions for how UCR amounts are to be calculated. All of these standards or definitions require non-contracted hospital claims to be calculated based upon a comparison of the amount

1 the hospital charges for its services compared to the amount that other hospitals in
2 the same geographic region charge for the same services. For example:

3 a. The Big Lots Associate Benefit Plan SPD defines "Usual,
4 Customary, and Reasonable Allowance" as "*the prevailing fee or fees* most
5 frequently accepted by providers of the same services with similar training and
6 experience for comparable services, or services of comparable gravity, severity and
7 magnitude, in the locality where the services were performed. The UCR allowance
8 is established using historical data within a specific geographical area, supplemented
9 by data provided by independent firms. Updates are provided periodically."

10 b. The JPMorgan Chase Medical Plan SPD provides that "R&C
11 means the *prevailing charge for most providers* in the same or a similar geographic
12 area for the same or similar service or supply."

13 c. The Line Construction Benefit Fund Plan of Benefits defines
14 "Reasonable and Customary" as following: "For a medical charge, an amount
15 determined by comparing a *particular charge* with the *charges* made for similar
16 services and supplies in the locality concerned to individuals of similar age, sex,
17 circumstances and medical condition."

18 d. The National Elevator Industry Health Benefit Plan states that
19 "[t]he UCR rate is the 'going rate' for a particular medical service in a particular
20 geographic area." It further states: "The Usual, Customary and Reasonable rate is
21 the *fee charged to most patients* for similar services that falls within the range
22 charged by providers of service with comparable training and experience for the
23 same or similar services within the locality. Also taken into account are your
24 condition and any additional time or special skills needed to treat you. Usual,
25 Customary and Reasonable rates are established by Ingenix, a national database of
26 Usual, Customary and Reasonable rates."

27 e. The Northrop Grumman Health Plan SPD defines "Usual,
28 Reasonable and Customary Charges for Out-of-Network Care" as "the 'going rate'

1 for medical services in your geographic area, as determined by the claims
2 administrator. The PPO medical plan options provide coverage based on UCR
3 amounts. When your expenses exceed the UCR **charge**, your medical plan option
4 reimburses you for your expenses based on the UCR **charge**. You pay 100% of the
5 amount over the UCR charge when you access out-of-network care.”

6 f. The Operating Engineers Health and Welfare Fund SPD defines
7 “Usual, Customary and Reasonable Charge” as “a **charge** which falls within the
8 common range of fees billed by a majority of health care providers for a procedure
9 in a given geographic area, or which is justified based on the complexity or the
10 severity of treatment for a specific case. The Usual, Customary and Reasonable
11 Charge is a charge that does not exceed the 80th percentile of the Prevailing
12 Healthcare Charges System, as published by the Health Insurance Association of
13 America.”

14 g. The Southwest Carpenters Health and Welfare Plan SPD defines
15 “customary charge” for non-contracted providers as follows: “[T]he usual charge
16 made by a Physician, Hospital, Extended Care Facility, Dentist or other health care
17 professional or firm having rendered or furnished services, treatments or supplies for
18 bodily injuries and sicknesses which do not exceed the **general level of charges**
19 **made by others** rendering or furnishing such services, treatments or supplies within
20 the area in which the charge is incurred for bodily injuries or sicknesses comparable
21 in severity and nature to the bodily injuries or sicknesses treated or being treated;
22 with respect to services, treatments or supplies listed in usual and customary charge
23 data reported by Ingenix, the ‘general level of charges,’ referred to above shall be
24 determined based on the 70th percentile of such charge data reported by Ingenix . . .
25 .” It further provides: “The term ‘area,’ as it would apply to any particular item for
26 which an Allowable Charge may be incurred, means a county or such greater area as
27 is necessary to obtain a representative cross-section of entities furnishing such
28 items.”

h. The Sonoco Medical Plan Summary Plan Description defines “reasonable and customary charges” as follows: “A reasonable and customary charge is the usual charge made in a specific geographic area for similar treatment given by a person of comparable training and experience. When determining whether a charge is reasonable and customary, the Claims Administrator considers the severity of the condition being treated, any complications and unusual circumstances that may be involved, the complexity of the procedure or service, and the cost of supplies. You are responsible for paying charges above those considered reasonable and customary.”

i. The Tyco International Health and Welfare Benefits Plan states: “R&C refers to the *prevailing charge* in your geographic area for a like service or supply.”

j. The United Air Lines Employee Welfare Benefit Plan provides: “‘Reasonable and Customary’ means . . . that the amount does not exceed an amount determined by BCBS to be the amount that approximately 85% (with up to a 5% variance) of the providers or suppliers in a specific geographic area *charge for the specific service or supply*.”

k. UPS Health & Welfare Package Select provides: “An R&C charge is the lower of either the provider’s usual charge or the *prevailing fee* for a medical service or supply in your geographic area”

l. The Wal-Mart, Stores, Inc. Associates Health & Welfare Plan defines UCR as follows:

Usual – The fee *regularly charged* for a given service or supply by medical providers;

Customary – A fee that is within the accepted range of usual fees *charged by other providers* of similar training and experience for services within the same specific and limited geographical area; and

Reasonable – A fee that meets the two criteria above and is justifiable, considering the *special circumstances of a particular case* in question.

287. Pomona Valley Hospital is informed and believes that the SPDs or EOCs from each of the Defendants, including Blue Cross, the Blue Card Defendants, and the Self-Insured Defendants have similar definitions and standards for calculating UCR payments. Pomona Valley Hospital will seek all of the EOCs and SPDs in discovery.

288. Federal courts have recognized that that “[s]uch a standard is common among medical benefits plans governed by ERISA,” *Fallick v. Nationwide Mut. Ins. Co.*, 162 F.3d 410, 411 (6th Cir. 1998), and that under that standard, rates must be determined “from a survey of average treatment charges in a given geographic region.” *Geddes v. United Staffing Alliance Emp. Med. Plan*, 469 F.3d 919, 929-30 (10th Cir. 2006).

289. The definitions in the SPDs and EOCs for calculating UCR payments are also similar to the standards under California and other states’ laws for calculating payments to non-contracted hospitals. Under California law, UCR is properly determined by taking into account each of the following six factors:

For contracted providers without a written contract and non-contracted providers, . . . the payment of the reasonable and customary value for the health care services rendered based upon statistically credible information that is updated at least annually and takes into consideration: (i) the provider’s training, qualifications, and length of time in practice; (ii) the nature of the services provided; (iii) **the fees usually charged by the provider**; (iv) **prevailing provider rates charged in the general geographic area in which the services were rendered**; (v) other aspects of the economics of the medical provider’s practice that are relevant; and (vi) any unusual circumstances in the case.

28 Cal. Code Regs. § 1300.71(a)(3)(B) (emphasis added); *Gould v. Workers’ Comp. Appeals Board* (1992) 4 Cal.App.4th 1059, 1071. These are the same criteria that California courts have established to determine *quantum meruit* amounts.

290. Therefore, the UCR amount is properly determined based on a review of the prevailing or competitive charges for similar healthcare services by similar types of providers within the same geographic area at the time. However, for years BCC and BCC Life, on behalf of themselves and the other defendants including the Blue Card Defendants and the Self-Insured Defendants, have systematically failed to properly price the claims according to UCR, and have systematically concealed this failure, through misrepresentations and concealments about their pricing and payment methods.

291. Pomona Valley Hospital is informed and believes that BCC and BC Life price claims for medically necessary services that Pomona Valley Hospital provides to patients who are members of BCC, BC Life, the Blue Card Defendants or the Self-Insured Defendants, which include both health plans that are funded by the members' employer, and health plans that are fully insured by the Blue Card Defendants. Many of these health plans are governed by ERISA. These ERISA plans have fiduciary duties as the designated plan administrators to ensure that out-of-network claims are properly priced and paid according to UCR. However, the ERISA plans have participated with BCC and BC Life in the systematic underpricing of claims.

Blue Cross' One-Size-Fits-All UCR Methodology Is Unlawful

292. On information and belief, Blue Cross' primary method for pricing out-of-network claims is to take the out-of-network hospital's cost to charge ratio, as reported to the California Office of Statewide Health and Planning Department ("OSHPD"), multiply that ratio by a preset percentage factor, then apply the resulting percentage to the hospital's total billed charges. The resulting number is Blue Cross' UCR rate, which is reflected on Blue Cross' Explanation of Benefits ("EOBs") as the "allowed amount." Each of the Defendants knows that this method does not comply with the provisions of their ERISA plans' SPDs or EOCs, standards established under California law and the law of other jurisdictions, or

generally accepted methods for calculating UCR in that it does not compare Pomona Valley Hospital's charges as an out-of-network provider to similar providers in its geographic region.

293. It is arbitrary, capricious, improper and an abuse of discretion to use a percentage of the cost to charge ratio, rather than a comparison of hospital charges to those of other hospitals in the geographic area, for establishing UCR reimbursement for non-contracted claims. Indeed, Pomona Valley Hospital is informed and believes that *none* of the applicable EOCs or SPDs provide for reimbursement of out-of-network claims at a multiple of the cost to charge ratio.

294. Indeed, the very purpose of a plan's coverage for out-of-network services is to give members the freedom to choose out-of-network providers. In the out-of-network context, the member's reasonable expectation is that the plan calculates UCR based on charges, not only because the plans specifically require that, but also because the member's exposure is to the provider's charges. Blue Cross' decision to ignore charges in the relevant geographic region, and to rely on a percentage of the cost to charge ratio, defeats this reasonable expectation.

295. Although the ERISA plans at issue here call for reimbursement of out-of-network claims based on UCR, on information and belief, Blue Cross used the same across-the-board methodology to price these claims. In other words, Blue Cross exercised no discretion whatsoever in interpreting varying formulations of the UCR standard found in the plans because, on information and belief, it applied the same methodology no matter the precise language contained in the EOC or SPD. Blue Cross confirmed this by sending appeal letters referencing the Anthem Blue Cross (ABC) database, no matter the language of the controlling plan.

296. Pomona Valley Hospital is informed and believes that Blue Cross may also employ other methods for pricing claims which do not appropriately establish UCR.

297. The common thread is that all of Pomona Valley Hospital's non-contracted claims at issue in this Complaint were priced in a manner that did not follow the correct or stated criteria for determining UCR. Blue Cross applied this flawed methodology across the board, for claims of members of the Self-Insured Defendants, the Blue Card Defendants, and additional self-insured plans which have not been named as defendants in this action.

298. Pomona Valley Hospital is informed and believes that, at all relevant times, Defendants knew of, relied on and agreed to Blue Cross' use of improper reimbursement methodologies to systematically underpay claims submitted by Pomona Valley Hospital instead of paying the appropriate rate. The Defendants exercised no discretion in reviewing or approving the payments made by Blue Cross on their behalf.

Medically Necessary Services Provided To Defendants'

Members And Beneficiaries

299. As set forth in the example claims below, Pomona Valley Hospital provided medically necessary emergency and non-emergency services to members of the health plans of the Blue Card Defendants and the Self-Insured Defendants.

300. As alleged more fully below, Pomona Valley Hospital was and is obligated to provide emergency services to each Defendant's members. Pomona Valley Hospital was and is also obligated to not abandon patients requiring "post-stabilization services" (*i.e.*, services after a patient's emergency medical condition is stabilized) if Defendants chose not to transfer their members to contracted hospitals.

301. For the claims at issue in this litigation, Defendants paid Pomona Valley Hospital improperly at rates that are well below the UCR rate, even though they were no longer entitled to pay Pomona Valley Hospital's claims at discounted rates.

302. For the patient claims at issue, Pomona Valley Hospital provided medical services to Defendants' members, including but not limited to emergency

1 services, inpatient services following admission from Pomona Valley Hospital's
2 emergency room, outpatient services, and baby delivery services.

3 303. For all patients' claims at issue, Pomona Valley Hospital confirmed
4 that the patient was an eligible member of one of the Defendants' plans by
5 contacting Blue Cross,³ either by phone, fax, or an online insurance verification
6 service. Pomona Valley Hospital contacted Blue Cross concerning stabilized
7 emergency room patients who required further post-stabilization care to verify
8 benefits and request authorization to provide post-stabilization care. Pomona Valley
9 Hospital is informed and believes that the number provided on the patient's Blue
10 Cross insurance identification cards is Blue Cross' telephone number, and therefore
11 the representatives who answer Pomona Valley Hospital's calls are Blue Cross
12 employees. Pomona Valley Hospital is informed and believes that responding to
13 requests for verification of benefits and requests for authorization is one of the
14 administrative services that BCC and BC Life provide to the Blue Card Defendants
15 and the Self-Insured Defendants.

16 304. With respect to every patient whose claim is at issue in this case
17 (except for emergency room patients for whom no authorization need be sought),
18 Pomona Valley Hospital called Blue Cross to request authorization for the services.
19 In each and every case in which Pomona Valley Hospital made such call, Blue
20 Cross, on behalf of the Blue Card and Self-Insured Defendants, either informed
21 Pomona Valley Hospital that no formal authorization was necessary, or authorized
22
23

24 ³ BCC shares the same verification and authorization telephone number (used by all
25 California hospitals) with BC Life and the Blue Card Defendants. The Self-Insured
26 Defendants' members also carry Blue Cross insurance cards which instruct Pomona
27 Valley Hospital to call the same verification and authorization telephone numbers
28 used by BCC, BC Life and the Blue Card Defendants.

Pomona Valley Hospital to provide the services to the members of the Blue Card Defendants or Self-Insured Defendants.

305. With respect to each patient, Pomona Valley Hospital obtained an assignment of benefits, which provides as follows:

The undersigned authorizes, whether he/she signs as agent or as patient, direct payment to the hospital of any insurance benefits otherwise payable to or on behalf of the patient for this hospitalization or for these outpatient services, including emergency services if rendered, at a rate not to exceed the hospital's actual charges. It is agreed that payment to the hospital pursuant to this authorization by an insurance company shall discharge said insurance company and all obligation under a policy to the extent of such payment. It is understood by the undersigned that he/she is financially responsible for charges not paid pursuant to this assignment.

306. With respect to every claim at issue in this litigation,⁴ after providing the medically necessary service, Pomona Valley Hospital timely submitted the appropriate claim forms for payment to BCC or BC Life. The claim forms include information such as the type of procedure, the coding for the procedure, the fact that Pomona Valley Hospital received an assignment of health care benefits from the member, and other information by which the claim can be identified, processed and paid. The claim form also includes Pomona Valley Hospital's usual and customary billed charges. As set forth above, those charges are submitted on industry standard forms, commonly known as Uniform Billing ("UB") forms.

⁴ Pomona Valley Hospital has set forth below numerous examples of all types of claims at issue in this litigation. In addition, Defendants have already received notice of all claims in the ordinary course of business. However, Pomona Valley Hospital will provide a complete list of claims to each defendant, if requested, and will continue to provide updated lists of relevant claims, in a confidential manner subject to protective order, as appropriate.

1 307. As is standard in the industry, the “charges” indicated by Pomona
2 Valley Hospital on the UB are the same regardless of whether the payor is a private
3 or public entity, contracted or non-contracted, or an individual person.

4 A.

5 EMERGENCY SERVICES

6 308. Under the federal Emergency Medical Treatment and Active Labor Act
7 (“EMTALA”), Social Security Act § 1867(a), and California Health and Safety
8 Code § 1317, individuals who believe that they are suffering a medical emergency
9 have the right to seek treatment at the nearest emergency room, and hospitals which
10 have emergency rooms, including Pomona Valley Hospital, have a statutory duty to
11 provide emergency services and care to all individuals regardless of the patients’
12 ability to pay or their possession or type of insurance benefits.

13 309. Therefore, by law, when a member of any Defendant presents
14 themselves to Pomona Valley Hospital’s emergency room, Pomona Valley Hospital
15 is legally obligated to treat that person without regard to the person’s ability to pay
16 and without first obtaining insurance verification or authorization to provide the
17 treatment. Pomona Valley Hospital cannot refuse to provide emergency treatment
18 to one of Defendants’ members simply because Blue Cross is non-contracted with
19 Pomona Valley Hospital and the individual does not have the personal resources to
20 pay for such emergency care.

21 310. Pomona Valley Hospital is informed and believes that the health care
22 benefit plans, SPDs, EOCs or policies of BCC, BC Life, the Blue Card Defendants
23 and the Self-Insured Defendants require each of the Defendants to pay a reasonable
24 and customary rate for emergency medical care.

25 311. After Pomona Valley Hospital obtained an assignment of benefits, it
26 provided medically necessary emergency care required by members of BCC, BC
27 Life, the Blue Card Defendants and the Self-Insured Defendants.

28

1 312. Pomona Valley Hospital performed duties that are the responsibility of
2 Defendants by providing medical care to their respective members that was
3 immediately necessary to prevent serious bodily harm to or suffering by these
4 members. Pomona Valley Hospital provided these immediately necessary medical
5 services with the intent to charge its customary rates for its services.

6 313. Pomona Valley Hospital's billed charges are reasonable and customary.
7 Even though it is a leading hospital in the United States, Pomona Valley Hospital's
8 charges are comparable to other hospitals in its geographic area and other hospitals
9 that provide the same quality of services. Pomona Valley Hospital has a stellar
10 reputation and provides high quality care. Pomona Valley Hospital is recognized in
11 the top 10% of hospitals nation-wide in delivering multiple important services
12 including, *inter alia*, treatments for heart failure, women's health services, maternity
13 care, treatment for pneumonia, appendectomy services and treatment for sepsis.
14 Even though it is a leading hospital in the country, Pomona Valley Hospital's
15 charges are competitive with other comparable hospitals in Southern California that
16 provide the same sophistication and quality of services. Compared to other similar
17 quality hospitals in the area, and compared to other hospitals that have comparable
18 reputations and offer comparable high quality services, Pomona Valley Hospital's
19 charges are reasonable and customary for non-contracted services.

20 314. Members of Defendants sought emergency treatment at Pomona Valley
21 Hospital for various serious and emergent injuries, heart attacks or other emergent
22 heart conditions, emergent or urgent pregnancy deliveries, complications suffered
23 after previous medical procedures, and other procedures. Pomona Valley Hospital
24 is informed and believes that, due to the unpredictable nature of emergency care
25 claims, every day that Pomona Valley Hospital and Blue Cross remain "out of
26 contract," members of every Defendant will continue to arrive at Pomona Valley
27 Hospital's emergency department in need of emergency treatment.

28

1 315. After Pomona Valley Hospital provided emergency care to Defendants'
2 members, Pomona Valley Hospital promptly submitted claim information to Blue
3 Cross, for itself or as the appointed agent of the Blue Card Defendants or the Self-
4 Insured Defendants to be processed for payment.

5 316. Blue Cross, the Blue Card Defendants and the Self-Insured Defendants
6 have each failed to properly reimburse Pomona Valley Hospital for emergency
7 health care provided to their respective members.

8 317. Pomona Valley Hospital is informed and believes that many of the
9 patients' insurance contracts or benefit plans, require Defendants to pay for
10 emergency health care providers based upon a percentage of the billed charges, and
11 not based upon a reasonable and customary rate. Nevertheless, as alleged above,
12 Pomona Valley Hospital's charges are reasonable and customary.

13 318. In many cases, Defendants paid Pomona Valley Hospital based on
14 100% of its billed charges. Such payments, while not at issue in this litigation,
15 demonstrate recognition that Pomona Valley Hospital's billed charges are
16 reasonable and customary.

17 319. In many other cases, Defendants have paid Pomona Valley Hospital's
18 claims far less than is due under the terms of the respective patient's ERISA plan,
19 SPD, or EOC. As stated above, Pomona Valley Hospital's charges are reasonable
20 and customary. Pomona Valley Hospital is informed and believes that BCC, BC
21 Life, the Blue Card Defendants and the Self-Insured Defendants have paid
22 Pomona's claims at inappropriately low rates because they have used Blue Cross'
23 illegal and flawed databases and systems for calculating reimbursement to non-
24 contracted hospitals.

25 320. Furthermore, Pomona Valley Hospital is informed and believes that
26 many of the plans at issue have varying reimbursement percentages depending upon
27 whether the patient chose to receive their care at a non-contracted hospital. For
28 example, Pomona Valley Hospital is informed and believes that some Defendants'

plans pay 60% of the claim if the member chooses to receive his or her elective care at a non-contracted hospital, but pay 80% of the claim if the member receives care from an in-network provider or must receive medical care at a non-contracted hospital through no fault of the member – such as emergency services.

321. For many of the claims at issue herein, Defendants have inappropriately paid emergency claims under their respective plans as though the member voluntarily chose to receive the emergency care at a non-contracted hospital (Pomona Valley Hospital). In addition, in many instances, they have improperly applied out-of-network benefits when the member did not “choose” to go out of network, and systematically reduced benefits paid to Pomona Valley Hospital.

322. The following are examples of emergency department claims, wherein Pomona Valley Hospital provided medically necessary emergency care to Defendants’ members, and the Defendants refused to reimburse Pomona Valley Hospital at the appropriate rate under the law:

323. **Group Life and Health Benefits Plan for Employees of Participating AMR Corporation Subsidiaries (“American Airlines Plan”)**: For example, Patient 1 presented at Pomona Valley Hospital’s emergency department on November 19, 2010 in active labor.⁵ After undergoing necessary treatment, the patient was sent home.

324. The total charges for Pomona Valley Hospital’s services to the patient and her baby were \$20,155.65. On November 29, 2010, Pomona Valley Hospital electronically billed Blue Cross. According to its Explanation of Benefits, Blue Cross allowed only \$6,899.27 (or 35% of billed charges), paid \$3,780.35, and

⁵ The names of patients are redacted to protect their right to privacy under applicable law.

1 purported \$3,118.92 to be patient responsibility. The EOB stated that the "Amount
2 You May Owe Provider" was \$16,375.30. Pomona Valley Hospital filed appeals on
3 February 1, 2011 and April 21, 2011, but no additional payments have been
4 received. To date, Pomona Valley Hospital remains undercompensated for the care
5 it was legally obligated to administer to American Airline Plan's member (and her
6 baby) in the amount of \$13,256.38.

7 325. **Defendant Group Insurance Plan for Certain Employees of**
8 **Anheuser-Busch Companies, Inc. ("Anheuser-Busch Plan") (also paying**

9 **patients)**: For example, Patient 2 presented at Pomona Valley Hospital's
10 emergency department on January 19, 2011 due to a seizure at work. The patient
11 was treated on an outpatient basis and sent home.

12 326. The total charges for Pomona Valley Hospital's services to the patient
13 were \$4,024.85. On January 26, 2011, Pomona Valley Hospital electronically billed
14 Blue Cross. Despite a proper assignment of benefits, signed by the patient on
15 admission, \$1,753.00 was paid directly to the patient. Pomona Valley Hospital
16 subsequently attempted to collect the insurance payment from the patient but was
17 unsuccessful. On June 15, 2011, "Paula" from Blue Cross informed Pomona Valley
18 Hospital that only \$1,903.00 was allowed on this claim. Pomona Valley Hospital
19 filed appeals on June 16, 2011 and August 16, 2011, but no payments have been
20 received. To date, Pomona Valley Hospital remains undercompensated for the care
21 it was legally obligated to administer to Anheuser-Busch Plan's member in the
22 amount of \$3,874.85.

23 327. **Defendant Applied Industrial Technologies, Inc. Comprehensive**
24 **Health Care Plan ("Applied Industrial Plan")**: For example, Patient 3 presented

25 at Pomona Valley Hospital on July 19, 2011 in active labor. After undergoing
26 necessary treatment, the patient was sent home.

27 328. The total charges for Pomona Valley Hospital's services to the patient
28 and her baby were \$35,462.65. On July 28, 2011, Pomona Valley Hospital

electronically billed Blue Cross. Blue Cross allowed only 37% of billed charges, paying \$5,881.78, and purporting \$7,083.36 to be patient responsibility. Pomona Valley Hospital filed appeals on August 11, 2011 and October 27, 2011, but no additional payments have been received. To date, Pomona Valley Hospital remains undercompensated for the care it was legally obligated to administer to Applied Industrial Plan's member in an amount of \$15,462.78.

329. **Arthur J. Gallagher & Co. Employees' Self Funded Medical/Dental Plan ("Arthur J. Gallagher Plan")**: For example, Patient 4 presented at Pomona Valley Hospital's emergency department on March 19, 2011 complaining of right flank pain. The patient was treated on an outpatient basis and sent home.

330. The total charges for Pomona Valley Hospital's services to the patient were \$11,007.10. On March 25, 2011, Pomona Valley Hospital electronically billed Blue Cross. Despite a proper assignment of benefits signed by the patient on admission, Blue Cross only paid \$1,764.52 (or approximately 16% of billed charges). Pomona Valley Hospital filed appeals on June 28, 2011 and August 26, 2011. To date, Pomona Valley Hospital remains undercompensated for the care it was legally obligated to administer to Arthur J. Gallagher Plan's member in the amount of \$9,242.58.

331. **Alabama Blue Cross (also paying patients)**: For example, Patient 5 presented at Pomona Valley Hospital's emergency department on May 11, 2010 with pain and swelling in the right forearm. The patient was treated on an outpatient basis and sent home.

332. The total charges for Pomona Valley Hospital's services to the patient were \$8,926.00. On May 18, 2010, Pomona Valley Hospital electronically billed Blue Cross. Despite a proper assignment of benefits, signed by the patient on admission, a check in the amount of \$2,117.69 (or 24% of billed charges) was issued to the patient. Pomona Valley Hospital subsequently attempted to collect the insurance payment from the patient but was unsuccessful. Pomona Valley Hospital

1 filed appeals with Blue Cross on July 13, 2010 and September 8, 2010, but no
2 additional payments have been received. To date, Pomona Valley Hospital remains
3 undercompensated for the care it was legally obligated to administer to Alabama
4 Blue Cross' member in the amount of \$8,926.00.

5 333. **Colorado Blue Cross**: For example, Patient 6 presented at Pomona
6 Valley Hospital's emergency department on March 22, 2011 with contractions. The
7 patient was treated on an outpatient basis and sent home.

8 334. The total charges for Pomona Valley Hospital's services to the patient
9 were \$1,606.45. On March 29, 2011, Pomona Valley Hospital electronically billed
10 Blue Cross. Blue Cross allowed only \$1,124.52, or 70%, on this claim, and paid
11 \$787.17. Pomona Valley Hospital filed appeals on May 13, 2011 and July 13, 2011.
12 To date, Pomona Valley Hospital remains undercompensated for the care it was
13 legally obligated to administer to Colorado's member in the amount of \$819.28.

14 335. **Connecticut Blue Cross**: For example, Patient 7 presented at Pomona
15 Valley Hospital's emergency department on March 15, 2010 complaining of fever
16 and abdominal pain. The patient was treated on an outpatient basis and sent home.

17 336. The total charges for Pomona Valley Hospital's services to the patient
18 were \$11,606.00. On March 23, 2010, Pomona Valley Hospital electronically billed
19 Blue Cross. On September 3, 2010, "Ryan" from Blue Cross informed Pomona
20 Valley Hospital that only \$3,471.00, or approximately 30% of billed charges, was
21 allowed on this claim. Blue Cross paid only \$2,223.63. Pomona Valley Hospital
22 filed appeals on December 28, 2010 and February 25, 2011. To date, Pomona
23 Valley Hospital remains undercompensated for the care it was legally obligated to
24 administer to Connecticut Blue Cross' member in the amount of \$8,135.00.

25 337. **Florida Blue Cross**: For example, Patient 8 presented at Pomona
26 Valley Hospital's emergency department on October 8, 2010 complaining of chest
27 pain and light headedness. The patient was treated on an outpatient basis and sent
28 home.

1 338. The total charges for Pomona Valley Hospital's services to the patient
2 were \$4,502.70. On October 14, 2010, Pomona Valley Hospital electronically billed
3 Blue Cross. Blue Cross paid \$1,409.22 directly to the patient, allowing \$1,709.22
4 (or 38% of billed charges). Blue Cross subsequently voided the check paid to the
5 patient then forwarded the claim to Blue Shield. Blue Shield allowed and paid
6 \$2,400.00 on this claim. Pomona Valley Hospital filed appeals with Blue Cross on
7 January 13, 2011, April 25, 2011, June 1, 2011, August 1, 2011 and October 3, 2011
8 requesting payment for the unpaid balance. To date, Pomona Valley Hospital
9 remains undercompensated for the care it was legally obligated to administer to
10 Florida Blue Cross' member in the amount of \$2,102.70.

11 339. **Georgia Blue Cross:** For example, Patient 9 presented at Pomona
12 Valley Hospital's emergency department on August 31, 2010 complaining of nausea
13 and vomiting. After undergoing necessary treatment, the patient was sent home.

14 340. The total charges for Pomona Valley Hospital's services to the patient
15 were \$3,622.40. On January 6, 2011, Pomona Valley Hospital electronically billed
16 Blue Cross. On May 18, 2011, "Maggie" from Blue Cross informed Pomona Valley
17 Hospital that only \$1,375.06 was allowed on the claim. Blue Cross paid only
18 \$81.31. Pomona Valley Hospital filed appeals on May 18, 2011 and July 19, 2011,
19 but no additional payments have been received. To date, Pomona Valley Hospital
20 remains undercompensated for the care it was legally obligated to administer to
21 Georgia Blue Cross' member in the amount of \$2,247.34.

22 341. **Blue Cross and Blue Shield of Massachusetts, Inc. ("Massachusetts**
23 **Blue Cross")**: For example, Patient 10 presented at Pomona Valley Hospital's
24 emergency department on January 8, 2010 complaining of abdominal pain. The
25 patient was treated on an outpatient basis and sent home.

26 342. The total charges for Pomona Valley Hospital's services to the patient
27 were \$2,915.40. On January 19, 2010, Pomona Valley Hospital electronically billed
28 Blue Cross. Blue Cross originally allowed \$2,915.40 and paid \$2,740.40 directly to

1 the patient. Blue Cross subsequently voided the claim, retracted the payment from
2 the patient then forwarded the claim to Blue Shield. On May 2, 2011, "Michelle"
3 from Blue Cross informed the Hospital that Blue Shield processed the claim and
4 allowed \$1,982.48, or 68% of billed charges. Blue Shield paid \$1,807.48. Pomona
5 Valley Hospital filed appeals on May 2, 2011 and July 7, 2011. To date, Pomona
6 Valley Hospital remains undercompensated for the care it was legally obligated to
7 administer to Massachusetts Blue Cross' member in the amount of \$932.92.

8 343. **Michigan Blue Cross**: For example, Patient 11 presented at Pomona
9 Valley Hospital's emergency department on September 3, 2010 complaining of
10 strep throat. The patient was treated on an outpatient basis and sent home.

11 344. The total charges for Pomona Valley Hospital's services to the patient
12 were \$4,391.00. On September 10, 2010, Pomona Valley Hospital electronically
13 billed Blue Cross. On November 17, 2010, "Elle" from Blue Cross informed
14 Pomona Valley Hospital that only \$1,666.82 (or 38% of billed charges) was allowed
15 on this claim. Blue Cross paid \$1,566.82. Pomona Valley Hospital filed appeals on
16 November 17, 2010 and February 15, 2011. To date, Pomona Valley Hospital
17 remains undercompensated for the care it was legally obligated to administer to
18 Michigan Blue Cross' member in the amount of \$2,724.18.

19 345. **Blue Cross Blue Shield Minnesota ("Minnesota Blue Cross")**: For
20 example, Patient 12 presented at Pomona Valley Hospital's emergency department
21 on September 13, 2009 with bleeding. The patient was treated on an outpatient
22 basis and sent home.

23 346. The total charges for Pomona Valley Hospital's services to the patient
24 were \$557.00. On September 22, 2009, Pomona Valley Hospital electronically
25 billed Blue Cross. On July 8, 2010, "Tina" from Blue Cross informed Pomona
26 Valley Hospital that only \$211.38, or 38% of billed charges, was allowed on this
27 claim. Blue Cross paid \$148.32. Pomona Valley Hospital filed appeals on July 8,
28 2010 and December 1, 2010. To date, Pomona Valley Hospital remains